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Current Topics.

The Solicitors Bill.

THE BILL introduced by Mr. DENNIS HERBERT, Sir WILLIAM BULL, Sir JOHN SIMON, Sir HENRY SLESSER, and Mr. WITHERS, is aimed to prevent solicitors on the roll from employing those suspended or struck off it, save with the express permission of The Law Society. The abuse which it seeks to check is one well known to the profession. An expelled black sheep is, to use the medical idiom, "covered" by some impecunious and not very scrupulous practitioner, who allows his name to be used for a consideration to carry on the offender's business. While this is possible, the sentence of expulsion falls short of the hundred per cent. efficacy which it ought to possess, and the Bill should therefore be a useful one. It seems a pity, however, that a case as bad or worse remains untouched—that of the solicitor who "covers" a wholly unqualified man. A particularly unscrupulous individual made a considerable fortune in this way, largely by the practice of extorting money from persons liable to pay damages for accidents, and pocketing the greater part of it as professional costs. Unfortunately a provision to this end might be much more difficult to draft than one aimed against solicitors struck off the roll. Possibly The Law Society might be empowered to make a black list of persons, not originally solicitors, whose employment in any solicitor's office should be forbidden. This, however, would require some carefully constructed machinery to give such persons power to appeal to a court against being placed on the list. It would be useful to devise a process for finding as a fact that a particular business, ostensibly that of a qualified man, really belonged to and was controlled by some person nominally an employé. But how to arrive at this conclusion without a possibly unwarrantable interference in private affairs is a difficult problem. It may be urged that if skilful legal drafting alone is required to prevent an abuse, the profession is left without excuse if it is tolerated.

Appeals in Stated Cases.

THE CASE of *Leyton Urban District Council* v. *Wilkinson*, decided by the Court of Appeal last week, offers another illustration of the trouble caused by the lack of clarity in a Consolidation Act. Before the passing of the Supreme Court of Judicature (Consolidation) Act, 1925, the question of the competency of an appeal from a Divisional Court to the Court of Appeal in cases stated by justices was not in doubt. Leaving out of account criminal causes or matters as to which there was no appeal, the position with regard to other appeals was provided for as follows: By s. 6 of the Summary Jurisdiction Act, 1857, the determination of a superior court on a case stated was declared to be final and conclusive, but by s. 45 of the Supreme Court of Judicature Act, 1873, this was modified by a provision that the Divisional Court might give leave to appeal to the Court of Appeal. Certain later Acts tinkered with the subject to some extent without materially altering the effect of the provisions just cited. How is the matter dealt with in the Consolidation Act of 1925? Section 31, which is concerned with restrictions on appeal, enacts that no appeal shall lie "(*d*) from the decision of the High Court or of any judge thereof where it is provided by any Act that the decision of any court or judge, the jurisdiction of which or of whom is now vested in the High Court, is to be final." And clause (*f*) of the same section says that no appeal is to lie "without the leave of the Divisional Court or of the Court of Appeal, from the determination by a Divisional Court of any appeal to the High Court." Taking those two clauses in conjunction with the fact that s. 45 of the Act of 1873 is repealed by the Act of 1925, it is not surprising that it was argued that the old position under the Summary Jurisdiction Act, 1857, had been restored with the consequence that no appeal lay from the determination of the Divisional Court as it was declared by s. 6 to be final and conclusive. The Court of Appeal did not accept this contention, and held that clause (*f*) of s. 31 of the Act of 1925 is substantially a reproduction of s. 45 of the Act of 1873, and that an appeal lies by leave of the Divisional Court. This is probably what was meant, but the draftsman adopted an odd method of conveying his meaning.

The Local Authorities (Banks) Bill.

MR. THOMAS WILLIAMS has presented a Bill to authorise Borough and County Councils to establish and maintain savings banks, receiving deposits and guaranteeing payment of interest under certain conditions. The question of principle as to the establishment of municipal banks is perhaps too large to discuss here, but the rate of interest which would have to be

offered by, for example, West Ham or Poplar, in order to tempt depositors away from the Post Office Savings Bank, might be the subject of lively speculation. Obviously it would have to exceed the Government rate, and the problem arises as to how the above or any other councils could earn the money. The apparent solution is that contained in the second section, giving such bodies power to establish a housing department, and to make advances on the security of freehold, copyhold or leasehold estates. In passing, the reference to copyhold, in a Bill printed on 11th February of this year, appears to indicate that Mr. WILLIAMS, or his draftsman, or perhaps both, have been enjoying a nap since the beginning of last year. The mortgages are to be made by any depositor in the bank desiring to purchase or acquire a dwelling-house or dwelling-houses within the council's area, and, if a particular council chooses to finance a land speculator who is a *persona grata* to its members, there appears to be nothing in the Bill to prevent its doing so. Possibly in such case the speculations would be an immense success, the mortgagor would pay interest to the council punctually to the hour, and the council, after paying the last farthing to the depositors, would apply their "rake-off" or surplus in relief of the rates—which also, in the face of the mortgagor's soaring rents, would soon be reduced to a very comfortable figure. On the other hand, if the speculation failed, the mortgagor might decamp with what money he could lay his hands on, leaving the council to foreclose on a litter of half-finished houses with instalments under building contracts wholly unpaid. Possibly the Bill might be amended to preclude so dismal an occurrence, but as it stands it appears to be open to some intensive firing from the Opposition benches.

Trial of Moneylenders' Actions in Short Cause List.

AN IMPORTANT judgment was delivered by the Court of Appeal in *Glaskie* v. *Watkins*, 71 SOL. J., p. 192, with regard to the trial of moneylenders' actions in the Short Cause List.

There the defendant, who was being sued by a moneylender, pleaded that the transaction was harsh and unconscionable, and he prayed for relief under the Moneylenders Act, 1900, and for the re-opening of the transaction. On the hearing of the Order XIV summons, the master gave judgment for £75, the balance of the principal, and gave leave to defend as to the balance, but he refused to direct that the case should be entered in the Short Cause List.

The point in issue was whether there was any jurisdiction to order a disputed claim in a moneylender's action, *where the sole issue was whether the interest claimed was so excessive as to render the transaction harsh and unconscionable*, to be tried in the Short Cause List.

The decision of the Court of Appeal in *Bennett* v. *Stubbs*, 1926, 1 K.B. 270, appears to be to the effect that there is no jurisdiction in such a case to direct the case to be entered for trial in the Short Cause List. Thus the M.R. in *Bennett* v. *Stubbs* is reported as having said (*ib.*, at pp. 276, 277): "It is clear upon the authorities that where in a moneylender's action the only question in issue is the rate of interest to be allowed, the case is outside Order XIV altogether and cannot therefore be entered in the Short Cause List. That appears from *Wells* v. *Allott*, 1904, 2 K.B. 842, where COLLINS, M.R., said (*ib.*, at p. 846): 'The procedure under Order XIV is meant to give a short and speedy remedy for the recovery of debts which are either admitted to be due or as to which there is no defence. But where in a particular class of case a special jurisdiction is given to the court by the Moneylenders Act, 1900, to determine whether the plaintiff is entitled in the circumstances to recover what is a *prima facie* debt, it seems to me to be clear that that class of case is taken out of Order XIV.' That principle seems to stand good at the present time" (see also *Dott* v. *Bonnard*, 21 T.L.R. 166, at p. 167; *Tumin* v. *Levi*, 28 T.L.R. 125, at p. 127; *Symon & Co.* v. *Palmer's Stores* (1903), *Ltd.*, 1912, 2 K.B. 259, at p. 256).

The Court of Appeal, however, in *Glaskie* v. *Watkins*, does not appear to have been entirely in agreement with the above statement of the law, and they refused to follow *Bennett* v. *Stubbs*. Thus in *Glaskie* v. *Watkins* the Master of the Rolls said: "In a case properly brought before them on a specially indorsed writ, supported by an affidavit in proper form, the judge at chambers, or the master, still retained the full jurisdiction under Order XIV of the Rules of Court, to direct a disputed claim in such an action (i.e., where the sole issue was whether the interest claimed was excessive) to be sent to the Short Cause List for trial. But that jurisdiction ought to be exercised very sparingly and in simple and plain cases."

The Local Government Franchise.

THE LOCAL GOVERNMENT FRANCHISE (Extension to Mercantile Corporations and Companies) Bill, will, if passed, go a small way towards removing an existing injustice. A corporation sole is entitled to a vote; but a corporation aggregate is not (*Rogers*, pp. 43, 4). In *Acland* v. *Lewis* (9 C.B. N.S. 32), a member of a corporation established by Act of Parliament for the purpose of managing an ancient fishery, claimed to have his name placed on the list of voters as holding a freehold estate of the annual value of 40s., and upwards, but the claim was disallowed, the freehold being vested in the corporation as such, and individual members being only entitled to a share in the profits. As a result of the existing law, there are boroughs in London in which a very large part of the rates is paid by companies—the directors and the general body of the shareholders of which live outside the borough. In such districts the corporation as such possesses no control over the expenditure which may be on a lavish scale, and to which they are forced heavily to contribute. The Bill referred to above proposes to enact that where any joint stock or other company or corporation aggregate (other than a municipal body) has during the period of six months mentioned in s. 6 of the Representation of the People Act, 1918, occupied any premises of the yearly value of not less than £25 in a local government electoral area in England or Wales, and is rated in respect thereof, an officer of the corporation, authorised under its seal, shall be entitled to be registered as a local government elector for such area, and be entitled to be elected a member of the local authority.

Outlawries and Select Vestries.

NEITHER clandestine outlawries nor vestries, select or otherwise, appear to be of active political import in the twentieth century. By some curious survival, however, which even Sir ERSKINE MAY does not explain, the House of Commons asserts its liberty of debate at the beginning of each Session by giving a first (in the Session) reading to a Bill for the more Effectual Prevention of Clandestine Outlawries, before it discusses the KING'S speech, while the choice of the House of Lords has fallen on Select Vestries. Thus Parliament, once evoked, proceeds to demonstrate that it is no mere body *ad hoc* to discuss the legislation mentioned in the KING'S speech, but that each House has a mind of its own, and is at liberty to discuss such subject as its members will. And the symbol no doubt remains in each case because it is as good as any other, and it is not worth anyone's while to change it. MAY records, indeed, that in 1794 Mr. SHERIDAN raised a debate on this first reading, and the Speaker ruled that he was in order. Since then, however, no one seems to have taken the trouble to notice the proceedings, which in the case of the House of Lords are enjoined by standing orders, but in the Commons are founded on ancient usage only. The inquisitive reader who would like to know what these bills are really about may be informed that the ordinary text-books, while explaining their esoteric import, give no clue to their internal contents. Could Lord MELBOURNE revisit the earth, he would no doubt be pleased to find something which had been let alone.

A Privilege of Counsel.

[COMMUNICATED.]

THE application recently made to re-open the judgment in the case brought by Miss OWEN against Lord ROTHERMERE and others raised a question of considerable interest to the profession. It has long been the practice, where a question arises as to anything which has occurred in the conduct of an action upon which the counsel engaged in it can give information, to take a statement from counsel at the Bar, without its being on oath and without cross-examination. The rule does not go beyond this; and, of course, has no application to evidence given by a barrister in ordinary litigation in which he has not been acting as counsel.

In *Kempshall* v. *Holland*, 14 R. 336, which was an action for breach of promise, a settlement was arrived at by counsel at the trial—a sum was to be paid by the defendant to the plaintiff, judgment was to be entered for the defendant, letters written by the defendant were to be returned to him, and the plaintiff was not to molest the defendant. Judgment was entered accordingly. The plaintiff applied for a new trial on the ground that the settlement had been made without her authority. In support of the application the plaintiff made an affidavit stating that when the settlement was proposed to her by her counsel she had refused assent. In answer to this, it was proposed to read an affidavit by the counsel who had appeared for the plaintiff at the trial; but the court refused to allow such an affidavit to be read. Lord ESHER, M.R., said:—

> "It is not the practice of this court to allow an affidavit by counsel, as to matters that occurred within his knowledge as counsel at a trial, to be read. The court places implicit confidence in the statement of a counsel; and when the court requires information from a learned counsel as to anything that has taken place in a case in which he appeared, our practice is to ask the counsel to attend and state to the court what occurred."

On a later date the counsel who had appeared for the plaintiff at the trial (Mr. WITT, K.C.) attended at the court's request, and, in answer to inquiry by the court, stated that the plaintiff had consented to the amount to be paid to her and to his settling the action, but that he had not expressly stated to her that judgment was to be entered for the defendant, or that the letters were to be returned, or that she was not to molest. The court held that the two terms of settlement, that the letters should be returned and that the plaintiff should not molest the defendant, were matters outside the action, as to which, therefore, there was no implied authority for counsel to bind his client. A new trial was accordingly ordered.

The rule of practice laid down in *Kempshall* v. *Holland* was adopted—or applied—much earlier, in *Iggulden* v. *Terson*, 2 Dowl. 277, in which case it was held irregular to have an affidavit by counsel as to what passed between him and the counsel for the other side in arranging terms.

Very shortly after the decision in *Kempshall* v. *Holland*, a similar question arose in a case in the Chancery Division, which was also taken to the Court of Appeal. *Hickman* v. *Berens*, 1895, 2 Ch. 638, was an action concerning certain trading disputes, in respect of which the plaintiff claimed accounts and the payment over of certain discounts received by the defendants. The court referred the taking of the account to an Official Referee. The matter came on before the Referee and a memorandum containing terms of settlement of the action was signed by the leading counsel on both sides. The plaintiff was present and assented to a compromise being made. The plaintiff subsequently alleged that the terms of compromise were interpreted by the defendants in a different way from that which they were intended to bear when he consented to a settlement. The plaintiff accordingly applied to the Referee to be relieved from the compromise on the ground of mistake, and on the Referee's refusal he took out a summons by way of appeal, which came before KEKEWICH, J., in court. His lordship expressed a desire to hear from the plaintiff's leading counsel what he understood when the memorandum was signed. The question then arose whether, inasmuch as the leading counsel who acted for the plaintiff on the occasion in question was not retained as counsel on the present application, such statement should be given by him as a witness on oath or from his place at the Bar. Subsequently, at the learned judge's request, the leading counsel attended, having been formally briefed for the purpose; and (following the rule in *Kempshall* v. *Holland*) made his statement (not on oath) from his place within the Bar.

In *Wilding* v. *Sanderson*, 1897, 2 Ch. 534, the plaintiff claimed that an order made by consent in a previous action (in which the plaintiff was defendant) might be rectified or set aside on the ground of mistake. Upon the action coming on for hearing, the plaintiff's counsel, Mr. ASTBURY, Q.C. (now Mr. Justice ASTBURY) and Mr. J. G. BUTCHER (now Lord DANESFORT, K.C.) applied to the court to allow the counsel who acted for the plaintiff when the consent was given, Mr. HOPKINSON, Q.C. (now Sir ALFRED HOPKINSON) and Mr. RAWLINS to state what took place, and to make such statement on oath, lest otherwise objection might be taken on an appeal. This was accordingly done, Mr. HOPKINSON and Mr. RAWLINS being sworn, and (from their place at the Bar, without entering the witness box) being examined and cross-examined. It will be observed, however, that this was done by consent and not by way of departure from an established practice.

In the recent case of *Owen* v. *Viscount Rothermere* the question of practice referred to above again arose. The action was heard in December, and after lasting some days a consultation took place between the plaintiff, her leading counsel (Mr. JOWITT) and her solicitor (Sir ROGER GREGORY), and Mr. JOWITT announced to the court that the plaintiff had consented to put her case in the hands of her counsel and solicitor, who had advised her to withdraw her allegations and to consent to judgment for the defendants, with the usual consequences. Sir JOHN SIMON then asked that the action should be dismissed with costs, which was done. On the 11th February, 1927, Mr. UPJOHN, K.C., moved on behalf of the plaintiff that the drawing up and passing of the order might be stayed upon the ground that she had consented to the withdrawal of the action only if Lord ROTHERMERE agreed to pay all the costs of the action.

When the motion was about to be opened, Sir JOHN SIMON (for some of the defendants) rose and asked that the case might be taken later in the day, in order that Mr. JOWITT (who was in the House of Lords) might be present and make a statement at the bar. Mr. UPJOHN, thereupon, stated that he did not agree that the matter could be dealt with on the footing of a statement by counsel at the bar, but only on the evidence placed before the court in the ordinary way; that the plaintiff had filed an affidavit and the question was whether it was to be answered or not. To this Mr. Justice ASTBURY said: "The usual practice in a case of this kind is for the judge to ask counsel to make a statement from the bar," and he declared it to be "preposterous" to require in such a case counsel for the opposite side to be examined and cross-examined like ordinary witnesses.

Mr. UPJOHN still contended that all witnesses, whether counsel or not, should be subject to cross-examination.

Mr. MAUGHAM claimed to have the privilege of the "universal practice of counsel to make a statement at the bar"; but he expressed willingness to answer any questions of Mr. UPJOHN.

Upon this, Mr. UPJOHN said, "I understand that the right of cross-examination is conceded."

Mr. MAUGHAM: "I do not say *the right*."

Sir PATRICK HASTINGS: "Most certainly I do not say that."

Sir JOHN SIMON: "I do not give it as a right."

Mr. UPJOHN: "I claim it as a right."

The learned judge stated that in this case he "wanted to go to the furthest limit of giving the plaintiff everything, right or wrong, that her counsel thinks can be done."

A little later Mr. JOWITT came into court, and the learned judge addressing him, said that in ordinary cases it was the practice when any dispute arose about what had been done by counsel, to allow counsel to make a statement at the bar, "and it was rarely that counsel was questioned. He was inclined to think that the rule did not apply, and ought not to apply, where it was quite plain that the statement would not be accepted by one of the parties in the litigation."

Mr. JOWITT expressed his willingness, and was then sworn and made his statement at the bar, and was shortly cross-examined by Mr. UPJOHN. The other leading counsel for the respective defendants supported Mr. JOWITT'S statement, but no request was made that they should be sworn or cross-examined.

From what is stated above, and from the judgment in the case, which was delivered on the 15th February, it seems clear that counsel's submission to be sworn and to be cross-examined, was only intended as a "concession" and was not to establish a precedent.

It may be observed that the rule laid down in *Kempshall* v. *Holland*, is recognised as law in the leading works on evidence: "Taylor," 11th ed., p. 937, note (*d*); "Stephens," p. 141; "Best," p. 177; and also in "Halsbury," vol. 2, p. 396.

Some Points of Highway Law.

XV.

By ALEXANDER MACMORRAN, M.A., K.C.

(*Continued from p.* 168.)

Before leaving this branch of the law, it should be mentioned that by the Local Government Act, 1888, s. 11, the county became liable for the repair of all main roads, inclusive of every bridge carrying such roads if repairable by the highway authority, that is to say, if not already repairable by the county or if repairable by some person or body other than the county or the highway authority. It will be remembered that by s. 97 of the same Act it was provided that nothing in the Act with respect to main roads should alter the liability of any person or body of persons, corporate or unincorporate, not being a highway authority, to maintain and repair any road or part of a road. This provision would appear to extend to a bridge and it preserves the liability of any body or person liable to repair a particular bridge by prescription *ratione tenuræ* or otherwise.

The liability of the county to repair a bridge is not limited to the bridge itself, but extends to a distance of 300 feet from each end of the bridge. In the words of the Statute of Bridges, already referred to, "such part of the highways as lie next adjoining to the ends of any bridges distant from any of the said ends by the space of 300 foot be made, repaired and amended as often as need shall require." The reason for this appears to have been that in order to carry a highway over a stream it was necessary to alter the level of the highway for some distance from the bridge, and the Statute prescribes that distance to be 300 feet. It has been held, however, that where a bridge is built pursuant to the requirements of a local act passed subsequently to the Statute of Bridges the liability to repair the approaches does not arise. It was so decided in the case of *Hertfordshire County Council* v. *The New River Company*, 1904, 2 Ch. 513, a case in which all the authorities were discussed.

It has already been pointed out that there are bridges other than those repairable by the county authority which are repairable by private persons. In regard to such bridges the law appears to be that where a person for his private purposes creates a necessity for a public bridge, as by cutting a new channel across a highway, or otherwise, and builds a bridge in order to restore the public right of passage, he is liable to keep the new bridge in repair for the use of the public. But where a bridge is provided and has to be maintained under and by virtue of some statutory provision, questions have arisen as to the extent of the obligation to repair. These questions have been considered in two recent and important decisions. In the case of *Sharpness New Docks Company* v. *The Attorney-General*, 1915, A.C. 654, an act passed in 1791 empowered a canal company to make a canal provided that the company should not make the canal across any highway until they should, at their own proper charges, have made such bridges over the canal and of such dimensions and in such manner as the Commissioners appointed under the Act should adjudge proper, and that all such bridges should from time to time be supported, maintained and kept in sufficient repair by the company. An action was brought against the Company for a declaration that they were liable to keep the bridges in repair, so as to be sufficient to bear the traffic which might reasonably be expected to pass along the highways carried over the canal by the said bridges, having regard to the present character and needs of the district, but it was held that the company were only liable to keep the bridges in repair in the condition in which they were made in accordance with the requirements of the Commissioners. In other words, they were only bound to keep in repair *such* bridges as had been so approved, and were not under any liability to strengthen the bridges to meet the present-day traffic. This decision was followed in *The Attorney-General* v. *The Great Northern Railway*, 1916, 2 A.C. 356. In that case the public highway was carried over the railway by means of a bridge constructed under the provisions of s. 46 of the Railways Clauses Act, and it was held that the company were liable, under that section, to maintain the bridge in the condition as to strength in relation to traffic in which it was at the date of completion, but were not liable to improve and strengthen the bridge so as to make it sufficient to bear the ordinary traffic of the district which might reasonably be expected to pass over it according to the standard of the present day. These are important decisions. It would have been a serious matter for railway companies to be under an obligation to rebuild their bridges from time to time to meet increases of traffic. As the law now stands, once they have provided a bridge which satisfies the requirements of a statute at the time of its construction, a railway company is only bound to repair *such* bridge, that is to say a bridge of the strength originally prescribed.

In this connexion reference should be made to s. 6 of the Locomotives Act, 1861. It provides that it shall not be lawful for the owner or driver of any locomotive to drive it over any suspension bridge nor over any bridge on which a conspicuous notice has been placed by the authority of the surveyor or persons liable to the repair of the bridge, if the bridge is insufficient to carry weights beyond the ordinary traffic of the district, without previously obtaining the consent of the surveyor of the road or the bridge-master under whose charge such bridge shall be for the time being, or of the persons liable to the repair of such bridge. A later Act (the Locomotives Act, 1898) gives a right of appeal by any owner of a locomotive who is aggrieved by the restriction imposed by the notice, but subject to that right of appeal, it is unlawful for any person to disregard such notice, and apparently the persons liable to repair the bridge would have a right of action to restrain its use by any locomotive of a greater weight than that permitted by the notice. It may be noted in passing that s. 7 of the Locomotives Act, 1861 makes the owner of any locomotive liable for any damage done to a bridge by reason of any locomotive or any wagon or carriage drawn or propelled by or together with the locomotive passing over the same or coming into contact therewith.

A very recent case affecting the liability to repair bridges is *The Attorney-General* v. *Hornsey Borough Council*, 43 T.L.R. 92. In that case it appeared that in the year 1882 seven streets were, in the course of the development of an estate, carried across the New River on iron girder bridges. These streets were made up by the local authority and, pursuant to the Public Health Act, 1875, s. 152, were declared to be highways repairable by the inhabitants at large. An action was commenced by the Attorney-General against the local authority for a declaration that they were liable to repair and keep in repair these seven bridges. It was held by ROMER, J., that, having regard to the fact that the word "street" as defined by s. 4 of the Public Health Act, 1875, includes any bridge not being a county bridge, the plaintiff was entitled to the declaration. This decision followed a previous one by SWIFT, J., *Regents Canal & Docks Co.* v. *Gibbons*, 1925, 1 K.B. 81, to the same effect. It is to be regretted that neither of these cases was taken to the Court of Appeal for they impose a serious liability upon public authorities, and in future it will be necessary for any such authority in declaring a street to be repairable by the inhabitants at large to protect themselves by limiting the declaration to the highway leading up to the bridge on either side.

Some Problems of Expulsion.

(*Continued from p.* 135.)

On p. 134, *ante*, the rules governing expulsion from either branch of the legal profession and of the medical profession, including the allied vocations of dentists, veterinary surgeons, and midwives, were discussed. Those regulating expulsion from trades unions generally may now be examined. Since a trade union almost invariably makes a rule, if it has the strength to do so, that its members shall not work side by side with non-unionists, expulsion from a union may mean the dismissal of a workman from his job, if his employer wishes to keep his other hands, and inability to find further employment. It is in the public interest, therefore, that there should be an appeal from an unjust expulsion. On the other hand, trade unions strenuously resent outside interference, and on this clash of rights and liberties delicate problems arise. Trade unions of workmen have evolved federations of employers to deal with them on equal terms, and similar reasoning applies to such federations, which can drive non-federated traders to bankruptcy by the skilful use of the boycott, as finally declared legal in the *Mogul Case*, 1892, A.C. 25.

The reported cases on expulsion from unions are, of course, numerous, and indicate the difficulty of the problems which have faced judges, to some extent due to hesitating and illogical legislation. For years *Rigby* v. *Connol*, 1880, 14 C.D. 482, was cited for the proposition that, having regard to the Trades Union Act, 1871, s. 4, a court had no power even of considering the justice or injustice of the expulsion of a workman from his union, and *Chamberlain's Wharf* v. *Smith*, 1900, 2 Ch. 605, a case of expulsion from a traders' federation, was decided on this principle. This case has, however, been virtually over-ruled (see *Amalgamated Society of Carpenters, etc.* v. *Braithwaite*, 1922, 2 A.C. 440, at p. 451), and *Rigby* v. *Connol* has been narrowed down to the proposition that the pleading of the expelled member must not in terms require his benefits in the property of the union to be restored to him. In the *Amalgamated Carpenters Case*, *supra*, the House of Lords decided both that it had jurisdiction to hear the plea of the expelled member and to construe a rule of the society. And since the rule did not warrant the expulsion, the relief sought was granted. The case of *Osborne* v. *Amalgamated Society of Railway Servants*, 1911, 1 Ch. 540, was to the same effect as to jurisdiction, but, being earlier, *Rigby* v. *Connol and Chamberlain's Case* were treated as binding and distinguished. An ingenious attempt to call in aid certain Acts of George III to oust jurisdiction on the ground that trade unions were unlawful combinations was unsuccessful in *Luby* v. *Warwickshire Miners' Association*, 1912, 2 Ch. 371, and another to invoke the Trade Disputes Act, 1906, to the same end, also failed in *Parr* v. *Lancashire and Cheshire Miners' Federation*, 1913, 1 Ch. 366. The clearing off of technicalities leads up to Lord Atkinson's pronouncement in *Thompson* v. *British Medical Association*, 1924, A.C. 764, at p. 778, as follows: In their lordships' view, if any body rightly convened and properly composed is burdened with the discharge of some judicial or quasi-judicial duty affecting the rights, liberties or properties of a subject, makes, as the result of a just and authorised form of procedure, a decision it has jurisdiction to make, that decision, if legal evidence be given in the course of the proceeding adequate to sustain it, cannot in the absence of some fundamental error be impeached or set aside, save upon the ground that this body was interested, or biased by corruption or otherwise, or influenced by malice in deciding as it did decide.

In *Kelly* v. *National Society of Operative Printers, etc.*, 1915, 31 T.L.R. 632, it was held, following previous decisions, that a union had no inherent power to expel, and, if it desired such power, must expressly establish it by its constitution. In this case, however, an issue was raised whether there had been any misconduct on the part of the plaintiff "calculated to damage the character and reputation of the society." The plaintiff, in addition to his ordinary night work with the *Daily Mail*, had engaged to do some day work, and this was the alleged misconduct in question. The Court of Appeal decided that it was not misconduct, and that there was no evidence of misconduct. In doing so, however, it went behind the finding of the Committee, and it is therefore somewhat difficult to reconcile the case with Lord Atkinson's ruling, *supra*, for there was legal evidence of the plaintiff's conduct, and, that being so, *Thompson's Case*, *supra*, and the two medical decisions on "infamous conduct" quoted on p. 135, *ante*, are authorities that the court could not or should not go beyond the findings of the special internal tribunal as to misconduct, if such internal tribunal has arrived at its decision *bona fide* and without malice.

Reference may also be made to *Wolstenholme* v. *Amalgamated Musicians' Union*, 1920, 2 Ch. 388, which again seems rather in line with *Thompson's Case* than with *Kelly's Case*, for EVE, J., ruled this submission of law well founded (p. 394), that "If there was in fact evidence to support the conclusion at which the union arrived, it is not competent to this court to determine whether an offence justifying expulsion was or was not committed."

The question of principle here involved is of the utmost importance and is one in which the Legislature rather than the courts ought to have the last word. Shortly, the issue is whether in the last resort the internal or external view shall prevail. Thus, a barrister who takes half a guinea for his opinion may be said to be exercising his right to dispose of his work and labour as he wills (the expression "freedom of contract" is perhaps here inappropriate, for he is not free to make any contract for his professional work), but his learned brethren would oust him from their brotherhood if he did so. Kelly worked double tides for a crippled wife and his children—a magnificent thing to do from one point of view, but one tending to cheapen and degrade the standard of labour from another. Logical people who sympathise with Kelly can hardly exclude the half-guinea barrister, and any "blackleg" whose conduct tends to lessen wages by working below trade union rates, or trader diminishing the profits of his federation by accepting cut prices under their scale. Nevertheless, at least in cases where unions have statutory or other legal privileges, it is here submitted that the last word as to expulsion should rest with an external tribunal.

(*To be continued*).

A Conveyancer's Diary.

Tenants in Common entitled subject to a Family Charge.

The decision in *Re Ryder and Steadman*, 1927, W.N. 69, has, we understood, given rise to considerable discussion, but we venture to submit that, so far as one is able to judge from the report, it is sound in every particular.

In 1924 the land was appointed on a sale to the use of the vendors (the applicants) in fee simple as tenants in common in equal shares, by the Duke of Marlborough and the Marquis of Blandford under a joint power conferred by a disentailing assurance, subject to a jointure rent-charge, but with an indemnity. Before the appointment was made, the land appears to have been settled land, under a compound settlement.

In 1926 the vendors agreed to sell the land to a purchaser, the respondent, subject to the jointure, but with the benefit of the indemnity.

It was admitted that the land was not held by the vendors as settled land under the Settled Land Acts, 1882 to 1890, before 1st January, 1926, but the purchaser insisted that the land had become settled land under S.L.A., 1925, s. 1 (1) (v), for the reason that there was a subsisting family charge, and accordingly that the land vested in the S.L.A. trustees (if any) of the compound settlement on the statutory trusts for sale (L.P.A., 1925, s. 35), by virtue of the 1st Sch., Pt. IV, para. 1 (3) of that Act, which, as amended, reads as follows:—

> "If the entirety of the land is settled land (whether subject or not to incumbrances affecting the entirety or an undivided share) held under one and the same settlement, it shall, by virtue of this Act, vest, free from incumbrances affecting undivided shares, and from incumbrances affecting the entirety, which under this Act or otherwise are not secured by a legal mortgage, and free from any interests, powers, and charges subsisting under the settlements, which have priority to the interests of the persons entitled to the undivided shares, in the trustees (if any) of the settlement as joint tenants upon the statutory trusts."

The main question that arises is this: Does "settled land" in the sub-section mean "settled land" under the new law or the old law? It is clear that under para. 6 (c) of Pt. II of the 1st Sch., dealing with the vesting of land in tenants for life, &c., "settled land" is land settled according to the new law. Moreover, "settled land" is defined in s. 205 (1) (xxvi) as having the same meaning as in the S.L.A., 1925. The vendors, however, appear to have contended that, because para. 1 of Pt. IV is made to operate immediately *before* the rest of the Act (see the opening words: "Where, immediately *before* the commencement of this Act, land is held . . . in undivided shares . . . the following provisions shall have effect") it was necessary to construe "settled land" in the paragraph as meaning land settled under the old law, thus including land held on trust for sale within S.L.A., 1882, s. 63, to which the paragraph could have no application. But apart from the inconvenience consequent on having to resort to the meaning of the old law in construing the paragraph and the curious results which might arise, surely the true view is that s-s. (3) in effect says: "If the entirety of the land is land *settled within the meaning of s. 1 of the Settled Land Act*, 1925."

Landlord and Tenant Notebook.

"Keep in Good Condition."

With regard to the construction of the "*covenant to keep in good condition*," the learned Lord Justice said: "I can see no difficulty in deciding the meaning of that. It means that, considering that they are old premises, they must be in good condition as such premises . . . We must bear in mind that while the age and the nature of the building can qualify the meaning of the covenant, they never can relieve the lessee from his obligation. If he chooses to undertake to keep in good condition an old house, he is bound to do it, whatever be the means necessary for him to employ in so doing. He can never say: 'The house was old, so old that it relieved me from my covenant to keep it in good condition.' If it was so old that to keep it in good condition would require replacement of part after part until the whole was replaced—if that was necessary—then, by entering into a covenant that he would do it, he took on his own back the burden of doing it with all that this duty might entail."

"Keep in Thorough Repair."

With regard to the covenant "*to keep in thorough repair*," this covenant, in the learned Lord Justice's opinion, meant keeping the house in such a state that it required no repairs to be done to it. Such a covenant, although *from the standpoint of a surveyor*, differing to some slight degree from a covenant to keep in good condition, did not in fact impose any greater *legal* obligation than the covenant "to keep in good condition."

"Keep."

Attention should also be drawn to the importance of the expression "keep" in the above covenants. Where a person undertakes to *keep* a thing in good condition or in thorough repair, and it is not in that condition when the demise commences, the covenant implies that he is *to put it in that state*, as well as to keep it in that state.

"Repair."

As regards the third covenant "to repair," the learned Lord Justice said: "Here there is *a duty to perform an operation*. No doubt, if you thoroughly repair, it will put the house in a good condition and in a state of thorough repair. But it is plain that the word 'repair' refers to the operation to which the defendants bind themselves to have recourse . . . When the word 'repair' is applied to a complex matter, like a house, I have no doubt that the *repair includes the replacement of parts*. Of course, if a house had tumbled down or was down, the word 'repair' could not be used to cover rebuilding. It would not be apt to describe such an operation."

The observations of Scrutton, L.J., as to the interpretation of a covenant to "repair" are also of the greatest value.

"'Repair' and 'renew,'" said the Lord Justice, "are not words expressive of a clear contract. *Repair always involves renewal; renewal of a part, of a subordinate part.* A skylight leaks; repair is effected by hacking out the putties, putting in new ones, and renewing the paint. A roof falls out of repair; the necessary work is to replace the decayed timbers by sound wood; to substitute sound tiles or slates for those which are cracked, broken or missing; to make good the flashings, and the like. Part of a garden wall tumbles down; repair is effected by building it up again with new mortar, and, so far as necessary, new bricks or stone. *Repair is restoration by renewal or replacement of subsidiary parts of a whole. Renewal, as distinguished from repair*, is reconstruction of the entirety, meaning by the entirety not necessarily the whole, but substantially the whole subject-matter under discussion. I agree that if repair of the whole subject-matter has become impossible, a covenant to repair does not carry an obligation to renew or replace."

"Good Tenantable Repair."

Often a covenant requires the premises to be kept, etc., in "*good tenantable repair*." The important word in the above phrase is the word "*repair*," and it denotes a certain state in which the premises are to be kept; and it would seem that the same state of repair is required where such expressions as to keep in "good" or "substantial" or "habitable" or "thorough" repair, or "to keep in thorough repair and good condition" are employed. All these expressions have an identical effect, and we may consider them all under the heading of "good tenantable repair." This expression means such repair as, having regard to the *age*, *character* and *locality* of the house, would make it reasonably fit for the occupation of a reasonably-minded

tenant of the class who would be likely to take it. The expression "repair" here does not refer to the operation of repairing; it is a description of a state, and the covenantor is under an obligation to keep, etc., the premises *in that state*, whatever may be the means that he may be obliged to adopt for achieving that result.

The Standard of Repair.

One of the material factors to be considered in determining the extent of the obligations imposed by the repairing covenant, is the character and locality of the premises to which the covenant is attached. The meaning of the expression "good tenantable repair," as set out in the above paragraph, is derived from the definition which was given to it by Lopes, L.J., in the old case of *Proudfoot* v. *Hart*, 25 Q.B.D. 42, which was decided in 1890. That definition had since been followed, until it came up for review by the Court of Appeal about three years ago in *Calthorpe* v. *McOscar*, 40 T.L.R. 222. There the covenant was to "well and sufficiently repair . . . and to yield up at the end of the term, so repaired . . ." The question that arose for consideration was as to the extent of the obligation imposed by the covenant. The landlord contended that the premises had to be put into such a condition as a reasonable owner would keep them in having regard to their age, locality, continued maintenance and probable tenants. The tenant, on the other hand, maintained that the standard of repair was to be determined by the state of repair *only* in which such persons who were *at the date of the trial* likely to become the tenants thereof would want the premises to be in. In other words, it was argued that the standard of repair might vary from time to time, according to the purposes to which the premises were put at the material time, and that this might involve a lesser degree of repair than that which would have been requisite if the original date of the demise was taken as the material date. Now, *Proudfoot* v. *Hart*, *supra*, appeared to be in support of the latter proposition (i.e., the proposition advanced by the tenant), but the court distinguished that case, on the ground that there the tenancy was for three years, so that at the end of the tenancy the standard of repair would have been the same, whatever the test applied.

The Court of Appeal held that *the standard of repair was to be determined according as it would have been at the date of the demise.* "In my view," said Scrutton, L.J., "we are bound to look to the character of the house, and its *ordinary user at the time of the demise.* It must then be put in repair and kept in repair. An improvement of its tenants or its neighbourhood will not raise the standard of repair, nor will their deterioration lower that standard."

Obituary.

Mr. C. H. PRYOR.

We regret to record the death of Mr. Cyril Herbert Pryor, solicitor, the senior member of the well-known firm of Messrs. Savory, Pryor & Blagden, of Outer Temple, 222, Strand, W.C.2, and South Kensington, which occurred at Nice (where he had gone for a much-needed rest) on the 6th ult., as the result of an accident. Educated at Haileybury, he was admitted a solicitor in 1893, and for five years practised alone at the above address, until the partnership firm was created. Mr. Pryor was a keen Mason and a Past Master of the Centurion Lodge, and also a member of the committee of the London Association for the Blind. An ardent churchman, he took an active interest in the organisation of the church work of St. Mary Boltons, South Kensington. He had been vicar's warden for many years, secretary to the Parochial Church Council formed under the Constitution of 1919, an appointment involving a considerable amount of work, registrar of the electoral roll of the parish, and was also responsible for a large share of the work involved in compiling the first list of church electors for the parish necessitated by the passing of the Church Enabling Act, 1918. During the Great War he obtained a commission in the Infantry, and won golden opinions in Jamaica, where he was entrusted with important duties connected with the training and equipment of men for service at the front. His rare gifts of friendly sympathy and unselfishness, coupled with his sound common-sense, untiring devotion to his professional work, and his unfailing tact and courtesy, endeared him to all with whom his duties brought him into contact. He enjoyed the simple pleasures of outdoor country life, and was happiest in the family life which he shared with his wife and daughters. His life was full of achievement and rich in promise, and his death is certainly a distinct loss to the legal profession.

Mr. S. R. FIELD.

The death occurred on the 24th February, at Helouan, Egypt, at the age of forty-four, of Mr. Sydney Riach Field, B.A. (Oxon), solicitor, late Major R.F.A. (T.), Clerk of the Peace for the County of Warwick and Clerk to the County Council. Mr. Field, who only succeeded his father, the late Mr. Edward Field, in those appointments in July last, underwent a serious operation in the following month, but recovered sufficiently to carry on his duties until the end of October, when he collapsed. In the hope that a sea voyage and a complete rest and change would restore his strength he left for Egypt a month later, and for a time seemed to be on the road to convalescence. His brother, Mr. Herbert Field, joined him at Helouan a little later, but was however compelled to send home information indicating a change for the worse, and the news was received on Monday last that he had passed away early that morning, the immediate cause of death being heart failure following congestion of the lungs. Born at Leamington on the 30th March, 1882, he was educated at Rugby and Trinity College, Oxford, and whilst at that University, he, with many other undergraduates, enlisted in the Oxfordshire and Buckinghamshire Light Infantry and served in the South African War. He was articled to his father and was admitted a solicitor in 1908, a year later joining the firm of Field & Sons, founded in 1844. His first public appointment was that of Clerk to the Warwickshire National Health Insurance Committee in 1912, which he resigned a year later, and received the appointments of Deputy Clerk of the Peace and Clerk to the Visiting Justices of Private Lunatic Asylums. In August, 1914, he received a commission in the 4th South Midland (Howitzer) Brigade, and was severely wounded at Laventre on 10th July, 1916, eventually losing the sight of one eye as a result. In April, 1919, when the Warwickshire and Coventry Joint Tuberculosis Committee was constituted, he was appointed its Deputy Clerk, and in July of last year he was appointed to be the Chief Executive Officer of the Warwickshire County Council, his appointment as Clerk to the Lieutenancy following a month later. The strain of the many and responsible duties of his various public appointments, to the work to which he devoted so much of his time, undoubtedly told upon a constitution already feeling the effects of war service. The family are direct descendants of Oliver Cromwell, whose great granddaughter, Anne Cromwell, married John Field.

W. P. H.

LAW OF PROPERTY ACTS.

POINTS IN PRACTICE.

Questions from Annual Subscribers are invited and will be answered by an eminent Conveyancer. All questions should be addressed to—The Assistant Editor, "The Solicitors' Journal," 94-97, Fetter Lane, E.C.4. The name and address of the Subscriber must accompany all communications, which should be typewritten (or written) on one side of the paper only and be in triplicate. To meet the convenience of Subscribers, in matters requiring urgent attention, answers will be forwarded by post.

DEATH DUTIES—TRUST FOR SALE—CHARGE ON LAND OR PROCEEDS—L.P.A., 1925, ss. 16, 17.

697. *Q.* In the case of tenants in common on 1st January last the statutory provisions effect a conversion of land. Under s. 16 (4) of the L.P.A., 1925, death duties are not to be affected. I find that the construction placed upon this at the Estate Duty Office is that the proceeds, not the land, is deemed to pass. One consequence of treating the land as personalty appears to be that payment by instalments will not for the future be allowed in similar cases. I have put the point to the Controller, and the only reply I have received is as above, that not land is deemed to pass, but the proceeds, on the death of one of the tenants in common. If the point has not been dealt with before, perhaps your learned conveyancing Editor will express an opinion.

A. The question involves the knotty issue whether, when land is held on trust for sale and a beneficiary dies, the estate duty payable attaches to the land or to the proceeds of sale. The issue is discussed very cautiously in the last (Seventh) Edition of "Hanson's Death Duties," p. 162, and on reference to our Vol. 43 (1899, pp. 765, 769), the questioner will see that the Revenue authorities then reversed their practice, claiming duty thenceforth on the land rather than on the proceeds of sale. Now, if the duty is payable on the land in such circumstances, as the authorities have claimed, and if they also claim the right to register a charge in respect of unpaid estate duty, under s. 17 (1) of the L.P.A., 1925, upon land subject to a trust for sale, the duty should in all respects be treated as a duty on land and payment by instalments should be allowed accordingly. If the authorities have altogether given up claim to register a charge under s. 17 (1) on land held on trust for sale, and their practice is as set forth on p. 769, Vol. 43, *supra*, they act on a logical basis, but if otherwise, the comment must be made that they appear to be "having it both ways." The exact point, however, does not appear to be covered by decision.

PARTIAL INTESTACY—AD. OF E.A., ss. 36, 41, 49 (1).

698. *Q.* A married woman owning a freehold house in which she was residing with her husband died in October, 1926, leaving a will of which her husband was sole executor and which he has since proved. The total estate consisted of the freehold premises valued for probate at £1,100 and a few personal effects valued at £7, but the will was not drawn in terms sufficiently wide to pass the real estate and it contained no residuary bequest. The testatrix therefore died intestate as regards her real estate; she left surviving her her husband, four children (all of age) and three grandchildren (aged respectively sixteen, fourteen and twelve), children of a deceased son. After deducting Estate Duty, debts and expenses the *net value* of the whole estate amounts in round figures to £1,050. It is not desired to sell the house. In satisfaction of his charge of £1,000 upon the property under s. 46 (1) of the Ad. of E.A., 1925, it is suggested that the husband should execute a vesting assent in his own favour vesting the freeholds in him; it is further suggested that he should set aside the sum of £50, investing one-half and receiving the income thereon, handing over four-fifths of the remainder to the four children of age, and investing the remaining one-fifth for the benefit of the three grandchildren. Will the above steps be all that is necessary to place the testator's husband in a position to dispose of the freehold property by his will in favour of one of his daughters, or can any further alternative course be suggested? It is not desired to make an application to the court.

A. It is not clearly stated whether or not the husband takes any beneficial interest under the will. If he does, it is to be borne in mind that he can claim that interest *plus* £1,000 interest from the testatrix's death; see Ad. of E.A., 1925, s. 49 (1), which does not introduce the hotchpot provision other than where the beneficiaries are issue. Assuming that the estate consists only of (1) realty worth £1,100 and (2) personal effects valued at £7, the personalty presumably passes under the will and the husband takes a charge for £1,000 *plus* interest from the testatrix's death. What is left of the value of the freeholds after this is to be held by the executor, as to one-half in trust for himself, and as to the other half in trust for the surviving children and grandchildren *per stirpes*. All the executor need do to put his own title to the freeholds in order is to execute a written assent in his own favour: Ad. of E.A., s. 36, for he has full power to appropriate under *ib.*, s. 41.

REGISTRATION OF LAND CHARGES.

699. *Q.* With reference to your reply to *Q.* 547 in "Points in Practice," at p. 1157, have you not overlooked that the words in sub-s. (6) of s. 10 of the L.C.A., 1925, "Registration shall be effective in the prescribed manner in the appropriate Local Deeds Registry, in place of the Registry," are to be read subject to the definition of the word "prescribed" in s. 20 (9) of the L.C.A., 1925, *i.e.*, "prescribed means prescribed by rules made pursuant to this [the Land Charges] Act?" The rules made under the Act provide, in effect, for the registration of land charges in a Local Deeds Registry on the same lines that the land charges registers are kept at the Land Registry. I should be glad if you would re-consider your reply in view of the above, as the general opinion amongst solicitors in Yorkshire and that of the Registrars of the Deeds Registries is that restrictive covenants must be registered in the land charges registers, which are kept at the respective Riding Registries. There are a few solicitors in the county who have the opposite opinion, but I have always found they had overlooked the definition of the word "prescribed," and that, on having this pointed out to them, their opinion was at once changed.

A. The answer which has been given to *Q.* 547 agrees, it may be observed, with the statement to be found on p. 373 of Mr. Topham's book. It is stated in the answer that "*registration is to be made in the local deeds registry and in that registry alone*"; and this appears to be correct. In other words, there is only one registration—not several—and it is local. There seems to be nothing in either the Acts or the Rules providing for a separate "Land Charges Department"—(as mentioned in the original question)—being set up at the Local Deeds Registries. Having regard, however, to r. 15 of the Land Charges Rules, 1925, it seems that, although there is only one registration and such registration is in the local deeds register, such registration is in a different form from what it was before 1926; in effecting registration the information must be given and the forms signed as provided by the new rules—i.e., "as prescribed."

TENANT FOR LIFE OF PERSONALTY—SURRENDER OF LIFE INTEREST IN FAVOUR OF REVERSIONER CHILDREN—SOME INFANTS—PROCEDURE.

700. *Q.* A marriage settlement was made on the 20th day of April, 1903, between A (the father of the intended wife) of the first part, B (the intended husband) of the second part, C (the intended wife) of the third part, and D and E (trustees of the settlement) of the fourth part, (inter alia) recited pursuant to an agreement made upon the treaty of the said intended marriage certain shares belonging to B not yet issued to him would be issued and transferred direct to D and E, the trustees, in trust for B until marriage, and afterwards upon the trust thereinafter expressed. Usual testatum clause. Agreement and declaration that after the said intended marriage D and E should stand possessed of the shares thereinbefore recited to have been agreed to be transferred to D and E upon trust to allow the shares to remain as they are, power to sell with consent in writing of B and C or survivor, and to pay the income of the said shares and the property representing the same to B and his assigns during life, and after death of B the income to C if surviving and her heirs during life, and after the death of the survivor the said D and E should stand possessed of the shares and future income in trust for all the children of the said intended marriage in such shares and manner as the said B and C should by deed revocable or irrevocable jointly appoint and in default of and subject to such appointment as the survivor of them the said B and C should in like manner or by will appoint. And in default of and subject to any appointment under the respective powers before mentioned in trust for all the children in equal shares. Substitution clause. C, the wife of B has just died, and it is B's wish to either (1) give the income to his children, or (2) more preferably to surrender his life interest in the shares to his children in order to avoid income tax. I beg to point out that either one or two of B's children are infants. What is the best procedure to adopt? I have perused "Key & Elphinstones' Precedents," and am unable to find any precedents which would suffice to fulfil B's wishes as to the disposal of his shares. I have thought that one of the methods to adopt would be a surrender of the life interest and a re-settlement. Is this so, and is it the best way? What is the position regarding the children of full age? I shall be pleased if you will give me some suggestions how to tackle the matter, with references.

A. In effect, B wishes to make a settlement of his life interest on his children, and the simplest way will be to convey that interest to the trustees upon trust for the children. The trustees can then either accumulate the infants' incomes or use for maintenance as they think fit. The conveyance would be chargeable with the £1 per cent. stamp duty on B's interest under the F.A. (1909-10), 1910, s. 74 (1), but so would any other instrument which operated as an effective settlement of B's interest. It is assumed that a mere direction by B to the trustees to pay income to or hold it on trust for the children, which would be revocable and would not avoid aggregation for B's income tax, would not meet his requirements. If B made such a conveyance as that suggested, the trustees might perhaps appropriate and hand over securities to answer the shares of adult children wholly entitled: see *re Nickels*. 1898, 1 Ch. 630. For greater clearness, it might be well for B to direct that the income settled should be treated as income for the infants, though the trustees might then accumulate it in their discretion.

UNDIVIDED SHARES—SURVIVOR ABSOLUTELY ENTITLED.

701. *Q.* J and E (brother and sister) were tenants in common of a leasehold dwelling-house, J being owner of two third shares and E owner of one third share. E made a will devising her share of the dwelling-house to J, and appointed him sole executor. E died in October, 1926, and her will was proved by J. Will it be necessary to appoint new trustees for sale under the L.P.A., 1925, Sched. I, Pt. IV, para. 1 (4), proviso (iii) and such trustees to sell and assign the house to J, or can the property be vested in J as beneficial owner by any other method?

A. Assuming that neither J nor E had incumbered their shares, the case fell on 1st January ,1926 under the L.P.A., 1925, 1st Sched., Pt. IV, para 1 (2) rather than 1 (4), and they accordingly held on trust for sale. J is now sole trustee for sale, and, when he has cleared E's estate, will be sole beneficiary of the leasehold. In the circumstances the opinion has previously been given that a purchaser cannot reasonably require a new trustee to be appointed: see answer to Q. 244, p. 541, vol. 70.

CO-PARCENERS—ONE AN INFANT ON 1ST JANUARY, 1926—NOW OF AGE—GAVELKIND—DOWER—TITLE.

702. *Q.* A Kentish farmer died in 1922 leaving a widow and two daughters, one of age and married, the other an infant. In addition to personal property he left a freehold farm, which as there was no evidence to the contrary, must be assumed to be subject to gavelkind. Consequently, subject to the widow's right during widowhood to one-half of the gross rental, the farm vested in the two daughters. The farm has not been sold, and on 1st January, 1926, the younger daughter was still an infant. Consequently under L.P.A., 1925, 1st Sched., Pt. III, para. 2, the property, but for the custom of gavelkind, would have vested in the adult sister, upon the statutory trusts. But under the custom of gavelkind the younger sister was then of age to convey her share of the property. Does this affect the above statutory provision, and, if so, what is the effect? As it is now desired to sell or mortgage the farm what procedure should be adopted in the matter?

A. Since the L.P.A., 1925, 1st Sched., Pt. III, para. 2, is general in terms, the opinion is here given that it would divest an infant co-parcener in gavelkind of a legal estate, if co-parceners are to be regarded as joint tenants notwithstanding the saving in s. 207 (*a*). Foster in "Joint Ownership and Partition," classifies co-parcenry as joint ownership, while pointing out the differences of the two estates, see p. 44, So does "Williams," (R.P., 24th ed., p. 263). On the other hand, *Owen* v. *Gibbons*, 1902, 1 Ch. 636, and the cases quoted in it may be cited to show that co-parceners are not joint tenants, and *Re Matson*, 1897, 2 Ch. 509, indicate an essential difference of estate. For the purpose of answering the question it is, of course, assumed that the farmer died intestate. It is not stated whether his widow took out letters of administration. If so, and she had not conveyed to her daughters subject to her dower, and they were assumed to be entitled in undivided shares, the L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (1), would apply. If no letters of administration had been granted the opinion is here given, on the assumption of undivided shares, that para. 1 (4) applied. As a practical matter, however, if the widow and elder daughter appoint trustees for sale (it is not stated whether the younger daughter is yet of age) these would displace the Public Trustee if the daughter's shares are to be considered as undivided, and the appointment would be valid if Pt. III, para. 2, applied, so a purchaser would obtain a good title. They could appoint themselves if they pleased.

RESTRICTIVE COVENANTS—REGISTRATION.

703. *Q.* On 30th June, 1926, land is conveyed to A subject to certain restrictive conditions as to user which are set out in the conveyance. The conditions are not registered at the time against A. A builds houses on the land, and on 23rd August, 1926, conveys one to B who mortgages on the 24th August. In consequence of a search being made by B's solicitors the omission to register is mentioned to A's solicitor. The latter then registers the conditions on behalf of the vendor to A, but at a date subsequent to the 24th August. Are the conditions binding against B and his assigns? In his conveyance he covenants to observe same, but by way of indemnity only?

A. It is not stated whether the restrictive covenants were originally imposed by the conveyance of 30th June, 1926, or whether A was merely covenanting to observe restrictions previously existing. In the latter case, if such restrictions appeared on the title and were imposed before 1st January, 1926, they will bind B though unregistered: see L.P.A., s. 2 (5) (*a*). If the restrictions were original on 30th June, 1926, and were protected neither by registration nor priority notice on 23rd August, 1926, they bound neither B nor his assigns, but B would be personally liable on his covenant of indemnity if the original covenantee sued A for breach.

Correspondence.

Registration of Restrictive Covenants.

Sir,—Referring to the correspondence with reference to the above, it would appear to me that where an estate is being developed and the vendor calls upon the purchasers of the various houses to enter into restrictive covenants in their various conveyances, and then does not register such restrictive covenants, that the position would be that all the original purchasers are bound but so soon as any one of them sold their houses or land the restrictive covenants would cease to be effective, in respect of one house sold.

A purchaser, apparently, might be able to register the restrictive covenants against his own house, but could not against those of his neighbours, and therefore it would not be to the advantage of a purchaser so to register.

So far as I can see, there appears to be no provision to compel the vendor to register.

If I am right, it would appear necessary that in all contracts for sale under which a vendor has put on restrictive covenants that there should be an agreement by the vendor to register the covenants.

Cheapside, E.C.4. RALEIGH S. SMALLMAN.
26th February.

[It is generally to the vendor's interest to register restrictive covenants; this self interest will as a rule, in practice, operate to bring about registrations. It is only when the matter has been neglected or overlooked that the questions discussed arise. Registration, as our correspondent observes, is entirely optional.—ED., *Sol. J.*]

Vesting of Legal Estate in Land held in Undivided Shares.

Sir,—I am obliged to you for the insertion of my letter and for the valuable discussion of the problem it raises by the conveyancer.

I regret that my statement of facts is not as complete as it should have been, but the assumptions made were substantially correct. R.L. died in 1892 and his two daughters, E and F, took out letters of administration to his estate, so that no conveyance was necessary. The whole of the land specifically devised by E's will was land of which she was tenant in common with her sister F, it having formed part of R.L.'s estate. E made her will in 1920 and died in 1921, and her executors assented before 1st January, 1926, to the vesting of all her estate in the beneficiaries.

The editor of the volume of statutes in the "Encyclopædia of Forms and Precedents," vol. 19, appears to agree with the opinion of the conveyancer. In a note on p. 407 to Sched. I, Pt. IV, para. 1 (4), he says: The legal estate will vest in the Public Trustee in the following cases:— . . . (*b*) Where A is absolute owner of part and entitled under a devise to the other part.

Lincoln's Inn, W.C.2. H. LANGFORD LEWIS.
1st March.

Legitimacy Act, 1926. Legitimacy Declaration Act, 1858.

Sir,—Under s. 2 of the Legitimacy Act, 1926, a person claiming that he has become a legitimated person may present a petition under the Legitimacy Declaration Act, 1858, and that Act, subject to such necessary modifications as may be prescribed by rules of court, shall apply accordingly. The Legitimacy Declaration Act, 1858 (except s. 3), was wholly repealed by the Supreme Court of Judicature Act, 1925. This appears to be an error, and suggests a difficulty in presenting such a petition.

"PUZZLED."

[The draftsman of the Legitimacy Act, 1926, seems to have overlooked the repeal of the Act of 1858. It seems, however, that though there may be some confusion, there will be no difficulty in carrying out the objects of the Act of 1926, for under the Interpretation Act, 1889, s. 38 (1), the references in s. 2 of the Legitimacy Act, 1926, to the Legitimacy Declaration Act, 1858, are to be read as references to the Supreme Court of Judicature (Consolidation) Act, 1925, s. 188.—ED., *Sol. J.*]

Probate Costs.

Sir,—I should be glad to have the opinion of you or your readers as to whether solicitors can properly charge clients for attendances lodging papers and obtaining grant. These attendances are given in the precedent books (and amount together to £1 6s. 8d.), but with a foot-note that they are not allowed on taxation as they are to be covered by the charge for probate under seal. But if in no case ought they to be charged, why are they inserted in the precedents? I believe it is customary to make such charges.

Temple Avenue, E.C.4. Y.
18th February.

[We would like to hear from our readers what the practice is with respect to these charges.—ED., *Sol. J.*]

Lessee's Liability for Lessor's Costs.

Sir,—We shall be glad if you will be good enough to give your view on the following point which we think is a matter of considerable interest to solicitors.

In the case of a grant of a long lease at a ground rent, say by a freeholder who is the builder of a newly-erected house, in consideration of the usual premium representing the purchase-money and also in the case of a grant of a similar long lease by a freeholder at the direction of the builder, who joins in the lease to receive the premium, it has been in our experience the practice of the lessor's solicitors to require the lessee to pay the lessor's scale costs based on the ground rent and on the premium.

A question has been raised as to the bearing of s. 48 (1) of the Law of Property Act, 1925, on the lessee's liability for such costs. The sub-section provides that any stipulation made on the sale of any interest in land to the effect that the conveyance to the purchaser shall be prepared or carried out at the expense of the purchaser by a solicitor appointed by or acting for the vendor shall be void, and if a sale is effected by *demise of sub-demise* then for the purpose of the sub-section the instrument required for giving effect to the transaction shall be deemed to be a conveyance.

It is contended by some solicitors that the two classes of lease above referred to come within the sub-section and that the lessor's solicitors are not now entitled to require the lessee to pay the lessor's costs.

Your views on the above point will be much esteemed.

7, Queen Street, E.C.4. HUBBARD, SON & EVE.
18th February.

[The transactions are not sales within s. 48: see notes 3 Prid., 1080–1; the essence of the transaction is to create the position of landlord and tenant.—ED., *Sol. J.*]

House of Lords.

Ingle *v.* **Farrand.** 24th February.

INCOME TAX—CLERK IN EMPLOYMENT OF LONDON COUNTY COUNCIL—WRONGFUL ASSESSMENT UNDER SCHED. E—ADDITIONAL ASSESSMENT UNDER SUBSEQUENT STATUTE—FINANCE ACT, 1922, s. 18.

A clerk in the service of the London County Council was assessed to income tax for the year 1921-1922 *under Sched. E in respect of his employment, but he ought to have been assessed under Sched. D on an average of three years' profits. After the passing of the Finance Act,* 1922, *an additional assessment was made in respect of increased remuneration.*

Held, that the provisions of s. 18 (6) *of the Act of* 1922 *were not retrospective so as to make the clerk liable on the additional assessment which had become final and conclusive before 1st May,* 1922.

This was an appeal against an additional assessment to income tax in the sum of £77 made on the appellant in respect of the year 1921-1922 and raised a question as to the effect of s. 18 of the Finance Act, 1922. The amount in dispute was small, but the case was said to be a test case, the result of which would affect a large number of assessments. The appellant was an assistant clerk in the employment of the London County Council, and received a salary and bonus. It had been the practice of the revenue authorities to assess him under Sched. E as the holder of a "public office or employment of profit." On 16th July, 1921, he returned his income for the year 1921-22 as £359, and in December, 1921, a notice was given assessing him to tax on that amount in accordance with Sched. E, but in fact a revision of his salary in September had increased his income to £436, though this was unknown to him when he made his return. There was no appeal against the assessment of £359, and it became final and conclusive under the Income Tax Act in January, 1922. On 2nd March, 1922, it was held in *Great Western Railway* v. *Bater*, 1922, 2 A.C.1, that a clerk in the employment of a railway company did not hold a "public office or employment," and accordingly was assessable under Sched. D on the average amount of his profits and gains for the three preceding tax years. It was assumed that that decision applied to the appellant, and that he ought to have been assessed not at £359 but at £259, which was the average amount of remuneration for three years, but the time for appeal had gone by. In October, 1922, the Commissioners of Income Tax gave notice to the appellant of an additional assessment of £77, being the amount of his increased remuneration. The General Commissioners confirmed the assessment, but Rowlatt, J., discharged it, and the Court of Appeal reversed his decision.

The LORD CHANCELLOR said he was unable to agree with the Court of Appeal. The original assessment not only was not insufficient but exceeded by £100 the sum at which he should have been assessed. The jurisdiction to make an additional first assessment arose if at all under s. 125, which provided that such assessment might be made if a person had been undercharged, but how the appellant who was not undercharged but overcharged could come within those words he was unable to discover. It was true that s. 18 (6) provided that for the purpose of any assessment made after 1st May, 1922, in respect of the profits of an employment the provisions of s-s. (1) should be deemed always to have had effect, but the only result of that was to substitute Sched. E for Sched. D so far as that additional assessment was concerned and not to validate that assessment if it was for other reasons invalid. The argument for the Crown appeared to be that s. 18 (6) required that the rules under Sched. E should be applied not only to the additional assessment, but also to the earlier assessment, although it became conclusive before 1st May, 1922. But that construction gave no effect to the limiting words "for the purpose of any assessment which is made or becomes final and conclusive after 1st May, 1922." Those words appeared to him to mean that one was not to apply Sched. E to assessments which were made and became conclusive before that date. In the present case it was only if Sched. E was applied to the earlier assessment which was made and became conclusive before 1st May, 1922, that the earlier assessment was found to be insufficient. The words "and shall be deemed always to have had effect" upon which so much stress was laid in the Court of Appeal appeared to him to apply quite naturally to an assessment which though made before 1st May had not become final and conclusive on that date, but he did not think that they could, without running counter to the limiting words which appeared later in the section, be applied to an assessment which at that date had actually become final and conclusive. He thought the order of the Court of Appeal should be discharged and the order of Rowlatt, J., restored.

Lord ATKINSON differed, but the other noble and learned lords concurred in the judgment of the Lord Chancellor.

COUNSEL: *Konstam*, K.C., and *J. L. D. Ridsdale*; *The Attorney-General* (*Sir Douglas Hogg*, K.C.), and *R. P. Hills*.

SOLICITORS: *Stanley & Co.*; *Solicitor of Inland Revenue.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

Court of Appeal.

White *v.* **Smith.** 22nd February.

COUNTY COURT—PRACTICE—ACTION COMMENCED IN HIGH COURT—CLAIM FOR RELIEF UNDER MONEYLENDERS ACTS—TRANSFER TO COUNTY COURT—CLAIM "FOUNDED ON CONTRACT"—MONEYLENDERS ACT, 1900 (63 & 64 Vict., c. 51), s. 1—COUNTY COURTS ACT, 1919 (9 & 10 Geo. 5, c. 73), s. 1.

By s. 65 *of the County Courts Act,* 1888, *as amended by s.* 1 *of the County Courts Act,* 1919: "*In any action commenced in the High Court where*—(1) *the plaintiff's claim is founded either on contract or on tort and the amount claimed or remaining in dispute in respect thereof does not exceed* £100, *whether the action could or could not have been commenced in a county court . . . either party may at any time apply to the court or a judge for an order that the claim and counter-claim* (*if any*) *or, if the only matter remaining to be tried is a counter-claim, the counter-claim, shall be transferred*—(a) *to the county court in which the action might have been commenced if the subject-matter and the amount thereof had been within the jurisdiction of the court, or . . .* (c) *to any county court which the court or a judge may deem the most convenient to the parties.*"

Held, that a claim by a borrower from a moneylender for relief under the Moneylenders Acts is a claim founded on contract within the meaning of s. 1 *of the County Court Act,* 1919, *and can be transferred to the county court under that section.*

Appeal from an order of Swift, J., at Chambers, affirming an order of a district registrar, ordering an action, commenced in the High Court, to be transferred to a county court. The plaintiff, a borrower from a moneylender, issued a writ in which he claimed (1) to have re-opened a certain moneylending transaction between himself and the defendant; (2) a declaration that the interest charged therein was excessive and the transaction harsh and unconscionable; (3) all necessary accounts and inquiries; (4) payment of the sum found due to the plaintiff; and (5) other and necessary relief under the Moneylenders Acts. The plaintiff restricted the amount of his claim to £100 and applied, by summons, to have his action remitted to the county court. The District Registrar ordered that, if the plaintiff pay the defendant his (the defendant's) costs to date, to be agreed or taxed, this action be transferred to the county court. On appeal to judge at chambers, Swift, J., affirmed the order of the district registrar. The defendant appealed.

SCRUTTON, L.J., in giving judgment, said that the question was whether the plaintiff's action was founded on contract

within the meaning of the words in s. 1 of the County Courts Act, 1919. Similar words had been discussed in *Bryant and another* v. *Herbert*, 3 C.P.D. 389; 1878, 26 W.R. 898, in the Court of Appeal. Bramwell, L.J., was of opinion that the words "in any action founded on contract" were not words apart even as much as "*ex contractu*" or "*ex delicto*" would be. They were plain English words and were to have the meaning which ordinary Englishmen would give them. On the other hand, Brett, L.J., did not agree that the words in question were plain English words, but he thought that they were technical terms having reference to the form of the action. In *Turner* v. *Stallibrass*, 1898, 1 Q.B. 56, the question was whether an action founded on an injury to a horse was an action founded on contract or on tort. The Court of Appeal took the view that the action was founded on tort within the meaning of s. 116 of the County Courts Act, 1888. Applying the reasoning of the judgments in those two cases, the question was, what must the plaintiff in the present case prove in order to maintain his action? What he was seeking to do was to re-open a moneylending transaction. He could not get along at all unless he proved a contract. He was seeking to re-open a contract under the powers given in the Moneylenders Act, 1900. Therefore the present action was one founded on contract within the meaning of s. 1 of the County Courts Act, 1919, and could be transferred to the county court under that section.

ATKIN, L.J., agreed. Appeal dismissed.

COUNSEL: *H. C. Dickens; R. F. Levy.*

SOLICITORS: *Blackett Gill; Johnsons*, for *Victor Hadaway*, Newcastle-upon-Tyne.

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

Glaskie *v.* **Watkins.** 23rd February.

PRACTICE—SHORT CAUSE LIST—ACTION BY MONEYLENDER ON PROMISSORY NOTE—CLAIM FOR INTEREST DISPUTED—DEFENDANT CLAIMING RELIEF UNDER MONEYLENDERS ACT—JURISDICTION OF JUDGE AND MASTER TO SEND CASE TO SHORT CAUSE LIST—R.S.C., Ord. III, r. 6, Ord. XIV—MONEYLENDERS ACT, 1900, 63 & 64 Vict. c. 51, s. 1.

Where, in a moneylender's action, a writ has been specially endorsed under Ord. III, r. 6, R.S.C., and an application for judgment is made under Ord. XIV, supported by an affidavit in proper form, there is full jurisdiction in a judge in chambers or a master to order a disputed claim for interest to be tried in the short cause list.

Bennett *v.* Stubbs, 1926, 1 K.B. 272, *not followed.*

Appeal from Swift, J., at chambers. The plaintiff, a moneylender, brought an action against the defendant, claiming to recover £325, the balance of the amount of a promissory note for £750 made by the defendant and payable to the plaintiff. The defendant, in his affidavit in answer to the plaintiff's affidavit under Ord. XIV, said that he had repaid the plaintiff the sum of £425, leaving a balance in respect of principal of £75. He alleged that the transaction was harsh and unconscionable and he claimed relief under the Moneylenders Act, 1900. He asked for leave to defend the action on its merits, and to have the matter re-opened and to be relieved from payment of any sum in excess of the amount fairly due to the plaintiff. Master Ball gave judgment for the plaintiff for £75, the balance of the principal owing, and gave leave to defend the rest of the claim. He refused an application to send the case to the Short Cause List for trial, holding that he was precluded from doing so by the decision in *Bennett* v. *Stubbs*, 1926, 1 K.B. 272, and the master's order was affirmed by Swift, J., at chambers, who considered himself bound by the decision of the Court of Appeal in the case referred to. The plaintiff appealed.

BANKES, L.J., referred to Ord. III, r. 6, and Ord. XIV of the Rules of the Supreme Court and said that the rules gave to the judge or master certain statutory jurisdiction in every case which is brought before them because the writ is a specially endorsed writ, and the plaintiff has made a proper and sufficient affidavit. The contention of the respondent, therefore, that the master or judge had no jurisdiction to order the contested part of a moneylender's claim, the part in reference to interest, to be tried in the Short Cause List was, in substance, saying that something had happened which had deprived the judge and the master of that jurisdiction. In *Wells* v. *Allott*, 1904, 2 K.B. 842, it was contended by counsel that the effect of the Moneylenders Act, 1900, was to oust Ord. XIV. The only way in which it could oust Ord. XIV would be by construing the Moneylenders Act, 1900, as transferring a moneylender's claim on a bill from a claim for a liquidated amount into a claim for an unliquidated amount. That, in substance, was the contention of counsel in *Wells* v. *Allott*, *supra*. It was not accepted, and, as a contention going to the jurisdiction, it was an impossible contention. There was, therefore, nothing in the Moneylenders Act which deprived the judge or the master of the jurisdiction conferred on them by the rules. Then the question was, was there any decision of the Court of Appeal which bound them to hold—whether they agreed with it or not—that the judge or master had been deprived of the jurisdiction to order a case to be sent to the Short Cause List? That drove them to consider not only the real effect of *Bennett* v. *Stubbs*, 1926, 1 K.B. 272, but whether *Bennett* v. *Stubbs*, *supra*, was in conflict with other decisions of the Court of Appeal, and, if so, which of the two sets of decisions ought to be accepted as being the law. The lord justice then discussed *Lazarus* v. *Smith*, 1908, 2 K.B. 266; 52 SOL. J. 481; *Rothfield* v. *Leighton* (unreported), Court of Appeal, 5th December, 1918; and *City and County Finance Co.* v. *Dolphin* (unreported), Court of Appeal, 12th February ,1920; and proceeded: If one assumed that *Bennett* v. *Stubbs*, *supra*, did decide the question of jurisdiction, and did decide that the master had no jurisdiction and that the judge had no jurisdiction, to make an order directing the trial of a moneylender's action of disputed interest in the Short Cause List, then with all respect to those who gave the decision, it seemed to him (the lord justice) to be in conflict with the three other decisions of the Court of Appeal to which he had referred, and which he personally preferred, because he could not see anything anywhere which deprived the judge of the jurisdiction given him by the rules in a case which is properly brought before him, because the writ was specially indorsed and the affidavit was in proper form. In this particular case, or in any case where the facts were similar, that was to say, where a moneylender properly endorsed a writ for a liquidated amount and the liquidated amount was represented by a promissory note or a bill of exchange, and where the defendant in his affidavit raised a case under the Moneylenders Act, the judge or the master still retained the full jurisdiction given him under Ord. XIV to deal with such a case, and he retained jurisdiction, among other things, to order any disputed part of that claim to be placed in the Short Cause List. But he desired to say emphatically that that jurisdiction ought to be exercised very sparingly, and it ought to be exercised in cases which are simple and clear cases. It was impossible to lay down any rule which should define what constituted a simple and plain case. He would say that in a case where a defendant was seeking to rip up, not only the particular transaction in respect of which the claim was made, but previous transactions with a moneylender, that would certainly not be a proper case in which to send the trial of such a dispute to the Short Cause List. Probably it was true to say that in the majority of cases, in the exercise of a wise discretion, it would be better not to send the disputes under the Moneylenders Act, 1900, into the Short Cause List, but in every case the master or a judge had a discretion, and it was for them to exercise it. In these circumstances, the appeal should be allowed with costs in any event, and that there being in this case really nothing tangible to suggest that it was not a proper short case, an order should be made remitting this case to the Short

Cause List, the case being treated as an exceptional case rather than as an application of a general rule.

SCRUTTON, L.J., and ATKIN, L.J., delivered judgments concurring in allowing the appeal. Appeal allowed.

COUNSEL: *J. B. Matthews*, K.C., and *R. F. Levy*, for the appellant; *Woodgate*, for the respondent.

SOLICITORS: *Lazarus & Son*, for the appellant; *F. W. Perkins*, for the respondent.

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

Societies.

University College.

RHODES LECTURES.

The Earl of Birkenhead will preside at the second of three Rhodes Lectures on "The Judicial Committee of the Privy Council," to be given by Professor J. H. Morgan, K.C., at University College, London (Botanical Theatre—Entrance, Gower Street), on Friday, 11th March, at 5 p.m., and Viscount Sumner will preside at the third lecture on Friday, 18th March, at 5.30 p.m. Tickets may be obtained from the Publications Secretary, University College, W.C.1.

United Law Society.

A meeting of the Society was held in the Middle Temple Common Room on Monday, 28th ult., Mr. L. F. Stemp in the chair. Mr. H. O. Driver opened: "That this House is of opinion that all hospitals should be entirely financed by the State alone, and should no longer rely on voluntary support." Mr. W. S. Chaney opposed. There also spoke Messrs. G. B. Burke, L. F. Stemp, A. O. Hughes, F. B. Guedalla and J. MacMillan. The opener having replied, the motion was put to the House, but was lost by one vote.

The first of a series of three lectures on the Year Books, by Dr. W. C. Bolland, which have been arranged by the Society, will be held on Monday next, the 7th inst., at 5.30 p.m., in the Barristers' Luncheon Room in Lincoln's Inn. Admission will be free and without ticket. The chairman for this lecture will be The Right Hon. Lord Warrington of Clyffe. The remaining lectures will be delivered on the 10th and 14th inst., the chair being taken by The Right Hon. Sir T. E. Scrutton and by the President of The Law Society (Dr. A. H. Coley) respectively.

The Society of Public Teachers of Law have raised a fund for the complete scheme, by which the course of lectures will be given by Dr. Bolland at all the universities throughout the country, spread over a period of three years. The aim of the scheme is to encourage and promote the study of the Year Books.

Hastings and District Law Society.

The Annual General Meeting was held on Wednesday, the 9th ult., in the Law Library, when there was a large attendance.

The report of the Committee for the past year was approved and the balance sheet, showing a balance in hand of £26, was passed. Mr. Charles A. Pead, of Bexhill, was elected President for 1927, and a vote of thanks to the retiring President, Mr. Ben F. Meadows, for his services during 1926, was passed.

Messrs. S. C. Menneer and R. H. Gaby were re-elected as treasurer and secretary, and Messrs. Barr, Coles, Douglas and Douglas Mann, were elected to fill the vacant places on the committee.

The annual dinner was fixed for 8th March, at the Sackville Hotel, Bexhill.

Law Students' Journal.

Law Students' Debating Society.

At a meeting of the Society, held at The Law Society's Hall, on Tuesday, the 1st inst. (Chairman, Mr. E. G. H. Fletcher), the subject for debate was "That this House deplores the increase in popularity of the cinema at the expense of the stage." Mr. A. E. Diamond opened in the affirmative and Miss D. C. Johnson in the negative. The following members having spoken, Messrs. Prasada Iwi, Oliver, Graham, Chadwick, Jones, Pleadwell, Anderson, and Bartley, the opener replied, and the motion was lost by three votes. There were twenty-two members present.

In Parliament.

Questions to Ministers.

NATURALISED ALIENS AND THE PRIVY COUNCIL.

Mr. BALDWIN, Prime Minister (Bewdley) replying to Mr. WARDLAW MILNE (Kidderminster, U.), said that he saw no reason for the introduction of legislation to preclude the appointment of naturalised aliens in future to the Privy Council.

NATIONAL SAVINGS CERTIFICATES.

Mr. MCNEILL, Financial Secretary to the Treasury (Canterbury), answering Sir F. WISE, said the liability of accrued interest on the National Savings Certificates was estimated at about 100,000,000 sterling on 31st March, 1926.

ALSATIAN DOGS.

Captain HACKING, Under-Secretary, Home Office (Chorley), asked by Mr. BECKETT (Gateshead, Lab.), whether, in view of the recent cases of savagery committed by Alsatian dogs towards children, he would consider banning or placing severe restrictions upon the ownership of these animals, said: There is no power to take any action of the nature suggested, and on the information before me I see no reason to suppose that the ordinary law as to dogs is not sufficient for the protection of the public.

Mr. BECKETT asked whether the hon. gentleman had seen other cases reported in the press that morning.

Captain HACKING: When an Alsatian dog bites anybody the fact is always advertised, but Alsatians are not the only dogs that bite.

Mr. BECKETT: Is the hon. gentleman aware that Alsatians are only half dogs, the other half being wolf?

Captain HACKING: They were called wolfhounds originally, but not because they were bred from wolves, but because they were there to protect sheep from wolves.

Rules and Orders.

THE ASCERTAINMENT OF RATEABLE VALUES (NO. 2) ORDER, 1927, DATED FEBRUARY 1, 1927, MADE BY THE MINISTER OF HEALTH UNDER PARAGRAPHS 1 AND 6 OF PART III OF THE SECOND SCHEDULE TO THE RATING AND VALUATION ACT, 1925 (15 & 16 GEO. 5, C. 90).

71,653.

Whereas each of the boroughs and other urban districts named in the schedule to this order is an urban rating area in which a consolidation of rates will take effect by virtue of the Rating and Valuation Act, 1925 (in this order referred to as "the Act"), and in pursuance of paragraph 1 of part III of the second schedule to the Act the rating authority of each of the said rating areas has submitted to the Minister of Health a scheme (in this order referred to as a "submitted scheme") with respect to the percentage of net annual value to be deducted for the purpose of ascertaining rateable value in the case of hereditaments belonging to class (3) mentioned in part II of the said schedule;

And whereas it is provided by the said paragraph 1 of part III of the said second schedule that the deductions to be allowed as aforesaid shall, if a submitted scheme is approved by the Minister, be such as are specified in the scheme, or, if the scheme is not approved by the Minister, be such as the Minister may direct;

And whereas it is further provided by paragraph 6 of the said part III that the Minister may by order direct, in any cases where it appears to him to be expedient so to do, that the percentage of any deduction under part II of the said second schedule shall be increased or reduced to the nearest integral amount;

And whereas it appears to the Minister to be expedient that, in lieu of approving individual schemes, he should make one order containing directions as to a number of submitted schemes:

Now therefore, the Minister of Health, in exercise of the powers conferred upon him by paragraphs 1 and 6 of part III of the second schedule to the Act, and of any other powers in that behalf, hereby orders and directs as follows:—

1. This order may be cited as the Ascertainment of Rateable Values (No. 2) Order, 1927, and shall come into operation on the date hereof.

2. In the case of an urban rating area named in column 1 of the schedule to this order the amount of the percentage

deduction to be allowed from net annual value for the purpose of ascertaining the rateable value of any hereditament belonging to class (3) mentioned in part II of the second schedule to the Act, shall be that specified in column 2 of the schedule to this order opposite to the name of the rating area.

THE SCHEDULE.

Name of urban rating area. 1.	Amount of percentage deduction. 2.	Name of urban rating area. 1.	Amount of percentage deduction. 2.
Boroughs.		*Urban Districts not being boroughs.*	
Bacup	37	Castleford	36
Beaumaris	Nil.	Cheadle and Gatley ..	32
Brighouse	33	Cottingham	22
Brighton	30	Denholme	29
Carmarthen	25	Desborough	40
Chichester	38	Farnworth	33
Falmouth	31	Great Harwood ..	30
Heywood	39	Hayward's Heath ..	34
Keighley	35	Hindley	33
Kingston-upon-Hull ..	26	Hunsworth	28
Kingston-upon-Thames ..	32	Knaresborough ..	34
Marlborough	36	Leyland	34
Pudsey	28	Littleborough ..	31
Warwick	32	Meltham	35
		Newport Pagnell ..	35
		Newton-in-Mackerfield	20
Urban Districts not being boroughs.		Oldbury	31
		Rothwell (Northants)	38
Abram	31	Rowley Regis ..	33
Amble	32	Royton	32
Amblecote	21	Stratton and Bude ..	38
Atherton	36	Tipton	32
Beaconsfield	39	Usk	13
Bentley-with-Arksey ..	35	Willenhall	28

Given under the official seal of the Minister of Health this first day of February, in the year one thousand nine hundred and twenty-seven.

(L.S.) *E. Tudor Owen,*
Assistant Secretary, Ministry of Health.

THE ECCLESIASTICAL DILAPIDATIONS (COUNTY COURT) RULES, 1927. DATED FEBRUARY 28, 1927.

I, George Viscount Cave, Lord High Chancellor of Great Britain, by virtue of section 49 of the Ecclesiastical Dilapidations Measure, 1923,(*) and after consultation with Queen Anne's Bounty, hereby frame the following Rules regulating the procedure on appeals from Orders of Queen Anne's Bounty under that section :—

1. *Interpretation.*]—In these Rules—

(*a*) "the Measure" shall mean the Ecclesiastical Dilapidations Measure, 1923;
"the County Courts Acts" shall mean the County Courts Acts, 1888 to 1924, as amended by any future enactment;
"County Court Rules" shall mean the Rules for the time being in force under section 164 of the County Courts Act, 1888(†);
"the Appendix" shall mean the Appendix to these Rules;

(*b*) the expressions
"The Central Authority";
"The Diocesan Dilapidations Board";
"The Board";
"The Surveyor"; and
"Benefice"
shall have the same respective meanings as in the Measure;

(*c*) "buildings" shall include the houses, buildings, walls, fences and other things to which the provisions of the Measure respecting buildings belonging to a benefice apply by virtue of subsection (2) of section 4 of the Measure; and

(*d*) the Interpretation Act, 1889,(‡) shall apply to the interpretation of these Rules in like manner as it applies to the interpretation of an Act of Parliament.

2. *Notice of appeal.*]—An appeal to a County Court from an Order of the Central Authority under section 49 of the Measure shall be brought by giving notice of the appeal to the respondent in accordance with the form in the Appendix [Form 1], and by requesting the Registrar of the County Court having jurisdiction in the matter to enter the appeal.

3. *Time for appeal.*]—An appeal to a County Court shall be brought within fourteen days of the day on which the Order of the Central Authority is served on the appellant, subject to the provisions of Rule 12 of Order LIV of the County Court Rules.

4. *Venue.*]—If the buildings referred to in subsection (4) of section 49 of the Measure are situated in more than one County Court district, the appeal may be brought in the County Court of either district.

5. *Parties.*]—(1) Where the appeal is brought by the incumbent or a preceding incumbent or his executors or administrators, the Board shall be the respondent. Where the appeal is brought by the Board, the incumbent or the preceding incumbent or his executors or administrators, as the case may be, shall be the respondent or respondents. The Central Authority shall not be a party to the appeal:

(2) Provided that the Court may give leave to add any person as appellant or respondent, and may order any person to be added as a respondent.

6. *Entry of appeal.*]—The request for entry of the appeal shall be in accordance with the form in the Appendix [Form 2], and shall be delivered to the Registrar of the Court in which the appeal is to be brought, and shall be accompanied by the prescribed fee on entering an appeal under the Measure, a copy of the notice of appeal, a copy of so much of the Surveyor's Report as is relevant to the subject-matter of the appeal, and a copy of each of the following documents, namely, the Objections to the Surveyor's Report, the Conclusions of the Board, and the Order of the Central Authority appealed against.

7. *Service by post.*]—Any notice, summons, order or warrant, which is required to be served on or delivered to any party or the Registrar, may be served or delivered in accordance with the provisions of Rule 2 of Order LIV of the County Court Rules:

Provided that if the notice of appeal is sent by post, it shall be sent by registered post.

8. *The Board.*]—(1) The Board, whether it be an incorporated body of persons or not, may bring an appeal or be made respondent to an appeal in its statutory name, viz.: "The Diocesan Dilapidations Board for —— (the area in which the benefice is situated)":

Provided that where the Board is not an incorporated body of persons, the court may, on application by any party to the appeal order a statement of the names and places of residence of the persons who were members of the Board at the date of the notice of appeal to be furnished in such manner, and verified on oath or otherwise, as the court may direct.

(2) The Board may act by its Secretary for the purpose of signing any document or swearing any affidavit, and any notice, summons, order or warrant directed to the Board shall be sufficiently served or delivered, if served on or delivered to the Secretary of the Board.

9. *Number of appeal.*]—Notices of appeal received by the Registrar shall be entered by him in a Minute Book and numbered as if they were plaints, and when a notice of appeal has been so numbered, all subsequent notices and documents relating to the appeal shall bear the same number.

10. *Notice of hearing.*]—On receipt of a notice of appeal the Registrar shall enter it according to the preceding Rule, and shall as soon as conveniently may be fix a time and place for the hearing of the appeal, and shall give not less than fourteen days' notice thereof to the parties and to the Central Authority according to the form in the Appendix [Form 3].

11. *Documents as evidence.*]—(1) The Registrar shall, on the application of any party to an appeal and on payment of the prescribed fee, furnish him with a copy of any document sent to the Registrar under Rule 6 of these Rules.

(2) Any of the documents, copies of which have been sent to the Registrar under Rule 6 of these Rules, may be admitted in evidence on the hearing of the appeal without further proof, and the Surveyor's Report and the Objections thereto shall be *prima facie* evidence of the facts stated therein; but any party to the appeal may tender further evidence, or may apply to the Court for an order for the attendance for cross-examination of the Surveyor making the Report on the person objecting thereto.

12. *Procedure on hearing.*]—The procedure on the hearing of an appeal shall be the same *mutatis mutandis* as on the trial of an action before the Judge alone without a jury.

13. *Right of audience.*]—A party to an appeal, other than the Board, may appear in person or by a Solicitor or Counsel, and the Board may appear by a Solicitor or Counsel, or, with the leave of the Judge, by its Secretary.

(To be continued.)

(*) 14-5 G. 5. No. 3. (†) 51-2 V. c. 43. (‡) 52-3 V. c. 63.

Legal Notes and News.

Appointments.

The Council of Legal Education have appointed Mr. David Thomas Oliver, LL.M., LL.D. (Belfast), Fellow and Lecturer in Law, Trinity Hall, Cambridge, Lecturer in Roman-Dutch Law, Gonville and Caius College, Cambridge, to be examiner in Roman-Dutch Law; and Sir Francis du Pre Oldfield, LL.M., Puisne Judge, High Court, Madras (retired), Professor of Jurisprudence, Victoria University, Manchester, to be Examiner in Hindu and Mahomedan Law.

Professional Announcements.

(2s. per line).

Having amalgamated the firm of Messrs. CHARLES A. BROWN & Co. of 10, Bevis Marks, E.C.3, with his practice, hitherto carried on at 35, Bucklersbury, E.C.4, Mr. H. M. R. Pothecary is removing to more convenient offices at 73/76, King William-street, E.C.4 (two minutes from the Bank of England), and on and from the 28th day of February, 1927, the joint practices will be carried on at that address *in his own name*. The new telephone numbers will be Royal 8422 and 8423, and the telegraphic address—"Pothecary, Cannon, London."

Mr. E. J. BETTSON, A.C.A., and Mr. R. C. FIELDER, A.C.A., announce that they have now retired from the firm of Moore, Stephens, Futcher, Head & Co., Chartered Accountants, 4, London Wall Avenue, E.C.2, and have commenced in practice under the style of Bettson, Fielder & Co., 274, Gresham House, Old Broad-street, E.C.2. Telephone: London Wall 7205/6.

Partnerships Dissolved.

JOHN DONALDSON HARWARD, FRANK PERCIVAL EVERS, and GEOFFREY INCE, solicitors, Stourbridge, Worcester (Harward and Evers), as from 31st December by mutual consent. The business will be carried on by F. P. Evers, G. Ince, and F. C. Playne, in partnership, under the present style of Harward and Evers.

WILLIAM THOMAS HAY, FRANK HAY, and MARK FRANCIS WATERS, solicitors, Lincoln's Inn Fields, W.C.2 (Robins Hay, Waters & Hay), as from 31st December. F. Hay and M. F. Waters will continue to carry on the business at the same address and under the same style.

Wills and Bequests.

Mr. Abraham Henry Hummel ("Abe") (76), of Montague-gardens, Baker-street, W., an American lawyer, who took part in the Thaw trial, domiciled in New York, left estate in this country of the gross value of £3,900.

Mr. Henry Owen Hamer Maude, solicitor (45), of Arundel House, Arundel-street, Strand, W.C., senior partner of Messrs. Maude and Tunnicliffe, one of the victims of the avalanche at Zurs, Austria, left estate of the gross value of £5,194.

Mr. William Willoughby, solicitor (67), of The Hatch, Staverton, Daventry, left estate of the gross value of £32,756.

CANADIAN BAR ASSOCIATION.

INVITATION TO THE LORD CHIEF JUSTICE.

An invitation has been sent by the Canadian Bar Association to the Lord Chief Justice of England to attend the annual meeting of the Association in Toronto in August next. The United States Bar Association and the Bar of Paris have also been invited to send representatives.

THE RECORDER OF LONDON ON "THE LAW AND THE PRESS."

Lord Hanworth, Master of the Rolls, was the chief guest at the "Legal Night" dinner of the London Press Club on Saturday last. Mr. Edgar Wallace presided.

Lord Hanworth, responding to the toast of "Our Legal Guests," said that the office of Master of the Rolls dated back to 1275. In his custody he held records running from Domesday Book to the present time, including the proclamation with which the Great War opened and the famous "scrap of paper."

Sir Ernest Wild, K.C., Recorder of London, referring to the publicity of legal proceedings, said that Justice was the mistress and Publicity was the handmaiden. In these days, when handmaidens required so many nights off, he was not quite certain that they did not take precedence of the mistress. But without publicity the House of Justice was incomplete. If they had not publicity of the administration of justice, they got injustice. That was peculiarly illustrated in trials for incest. There was a time when those trials were held *in camera*, and he knew from personal experience that the jury came into court with a sort of sense that, in the absence of the public and the Press, the man was guilty. He was sure that the absence of the Press from any trial tended to promote injustice. He was also certain that the Act which prohibited the publication of divorce proceedings tended to whitewash infidelity. The Press, however, might do a great deal of harm by premature publication of particulars of pending litigation.

With regard to criminal matters, he ventured to lay down three postulates. First, he wished that the procedure with regard to magisterial or preliminary proceedings were assimilated to Scottish procedure. He thought that there should be no publication of magisterial proceedings in indictable cases. Such publication must tend to prejudice the jury. Secondly, when a trial came on, there should be the fullest publication of that trial, apart from indecent details. Thirdly, he suggested that facts, or alleged facts, purporting to emanate from prisons or convict settlements should not be published. If those three simple rules were observed, sensationalism would cease to be a danger.

Sir Henry Curtis Bennett, K.C., and Mr. F. H. Maugham, K.C., also responded.

Other guests included Sir Herbert Austin, Clerk to the Central Criminal Court; Mr. Lindsay Sutton; Mr. George Cran; Mr. Deputy Under-Sheriff T. Howard Deighton; Mr. T. Lewis Sayer; Mr. A. C. Stanley Stone (Chief Commoner of the City of London Corporation), Master of the City of London Solicitors' Company; Mr. H. Roper Barrett; Mr. J. M. Hogge; Mr. William Duncan; and Mr. Frank G. Smith.

JUDGMENT IN AUSTRALIAN BILL CASE.

The Anglo-German Mixed Arbitral Tribunal (Second Division), sitting in London, gave judgment upon two claims brought by the Commercial Banking Company, incorporated in New South Wales and carrying on business in Sydney, as holders for value of two bills of exchange which were drawn by Messrs. Lohmann and Co., Limited, of Bremen (acting for the German New Guinea Company), on the Direktion der Disconto Gesellschaft and negotiated to and purchased by the creditors.

The first claim was brought against Messrs. Lohmann and Co. as drawers, and the second was brought, in the alternative, against the German New Guinea Company, for whom the drawers were acting. The first bill was for £2,852 4s., dated 9th July, 1914, and was negotiated and purchased by the creditors in Sydney on 13th July, 1914, and the second bill was for £2,297 18s. 1d., dated 4th August, 1914, and was negotiated and purchased in Sydney in the forenoon of 5th August, 1914. The bills were presented to the Direktion der Disconto Gesellschaft, but were not accepted or paid.

It appeared that Messrs. Lohmann and Co., who were in business in Sydney, on 4th August, 1914, approached the creditors with a view to discounting a bill which they proposed to draw on the Direktion der Disconto Gesellschaft. The bank manager agreed to do this, and on the morning of 5th August, 1914, the bill was produced to the bank, who discounted it for £2,297 18s. 1d. There had been a similar transaction in the preceding month in respect of the first bill sued upon. The question before the Tribunal was whether Messrs. Lohmann and Co. were liable as drawers of both bills owing to the non-acceptances by the drawees; further, if this question were answered in the negative, whether the German New Guinea Company, on whose behalf Messrs. Lohmann were in fact acting, were liable on the bills on the ground that they had undertaken to arrange with the German bank for their acceptances. The main contest centred on the second bill.

Dr. Löhning, the German Government Agent, who appeared for both debtors, contended that inasmuch as the second bill was discounted after 9 o'clock on the morning of 5th August, the time at which war actually broke out (Australian time), the transaction was not a pre-war one, and therefore the Tribunal had no jurisdiction to award the sum claimed in respect of that particular bill.

Mr. D. B. Somervell, for the claimants, argued that in the first place the arrangement made on 4th August by the manager of the creditor bank agreeing to carry out the transaction of discounting the second bill was in itself a contract which would enable the Tribunal to deal with the matter as a pre-war transaction; further, that although the war broke out at 9 o'clock in the morning of 5th August

(Australian time), the Governor-General of Australia's proclamation of the existence of a state of war was not made until after 12 o'clock that day, and, as the actual transaction with regard to the second bill took place before noon, it was a pre-war contract, and therefore came within the jurisdiction of the Tribunal.

The Tribunal [consisting of Baron Van Heeckeren (president), Mr. Heber Hart, K.C. (British arbitrator), and Dr. Johannes (German arbitrator)] dismissed the claims on both bills as against the German New Guinea Company, on the ground that privity of contract had not been established between this debtor and the creditor bank.

The claim against Messrs. Lohmann and Co. on the August bill was also dismissed, but judgment was given against Messrs. Lohmann and Co. on the July bill for the amount claimed, together with 5 per cent. interest from 20th August, 1914, the due date of the bill, until crediting.

Mr. Somervell applied to amend the claim in a further case pending before the Tribunal by the same creditors against Messrs. Lohmann and Co. for the balance of account, so as to include the amount due on the August bill, upon which claim the creditors had just failed.

The Tribunal said they would reserve their decision on this point until the further case came before them for hearing.

EIGHTH INTERNATIONAL CONGRESS OF ACTUARIES.

Prince of Wales Accepts Hon. Presidency.

Actuaries throughout the world will welcome the news that His Royal Highness the Prince of Wales has been pleased to confer his patronage upon the Eighth International Congress of Actuaries, to be held in London, from the 27th to the 30th June next (inclusive), by consenting to become its Honorary President. The list of Honorary Vice-Presidents includes the Prime Minister, the Chancellor of the Exchequer, the Secretary of State for Foreign Affairs, the Secretary of State for Dominion Affairs and the Colonies, as well as other important Cabinet Ministers, the Lord Mayor of London, and the Lord Provost of Edinburgh. The ordinary meetings of the Congress, on the 28th, 29th and 30th June, will be held in the Council-chamber of the Guildhall, by permission of the City Corporation.

It is hoped that the Congress will be the largest attended of any previously held, considerable numbers of delegates being expected from the Colonies, the United States, Europe, and other parts of the world.

ILLEGAL RELIEF IN SCOTLAND.

After relief had been given to the estimated amount of £650,000 by parish councils in Scotland to the dependents of persons taking part in the trade dispute of 1926, in pursuance of the recommendations issued by the Scottish Board of Health, the Court of Session declared such payments illegal. To meet the difficulty the Poor Law Emergency Provisions (Scotland) Bill has been introduced, and a memorandum issued on Tuesday states that the financial resolution authorises an Exchequer contribution to parish councils of a sum not exceeding 40 per cent. of the expenditure incurred by them between 30th April and 6th December, 1926, in relieving such dependents. The total provision required is estimated at £260,000, but of that sum approximately £200,000 will be applied in reduction of temporary loans already advanced to parish councils from the vote for the relief of unemployment.

Court Papers.

Supreme Court of Judicature.

Date.	Rota of Registrars in Attendance on Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday Mar. 7	Mr. Synge	Mr. Jolly	Mr. Jolly	Mr. More
Tuesday .. 8	Ritchie	More	More	Jolly
Wednesday . 9	Bloxam	Synge	Jolly	More
Thursday .. 10	Hicks Beach	Ritchie	More	Jolly
Friday 11	Jolly	Bloxam	Jolly	More
Saturday .. 12	More	Hicks Beach	More	Jolly

Date.	Mr. Justice Astbury.	Mr. Justice Clauson.	Mr. Justice Russell.	Mr. Justice Tomlin.
Monday Mar. 7	Mr. Hicks Beach	Mr. Bloxam	Mr. Synge	Mr. Ritchie
Tuesday .. 8	Bloxam	Hicks Beach	Ritchie	Synge
Wednesday . 9	Hicks Beach	Bloxam	Synge	Ritchie
Thursday .. 10	Bloxam	Hicks Beach	Ritchie	Synge
Friday 11	Hicks Beach	Bloxam	Synge	Ritchie
Saturday .. 12	Bloxam	Hicks Beach	Ritchie	Synge

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 5%. Next London Stock Exchange Settlement, Thursday, 10th March, 1927.

	Middle Price 2nd Mar.	Interest Yield.			Yield with Redemption.		
		£	s.	d.	£	s.	d.
English Government Securities.							
Consols 4% 1957 or after	85 9/16	4	13	6	—		
Consols 2½%	55xd	4	10	6	—		
War Loan 5% 1929-47	101 7/8	4	18	6	4	19	6
War Loan 4½% 1925-45	95⅞	4	14	0	4	17	6
War Loan 4% (Tax free) 1929-42	101⅛	3	19	0	3	18	0
War Loan 3½% 1st March 1928	98⅞	3	11	0	4	12	0
Funding 4% Loan 1960-90	87⅛	4	12	0	4	14	0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	91½	4	7	6	4	10	0
Conversion 4½% Loan 1940-44	96 5/16	4	13	6	4	16	0
Conversion 3½% Loan 1961	75 1/16xd	4	13	6	—		
Local Loans 3% Stock 1921 or after	62¾xd	4	15	6	—		
Bank Stock	254	4	14	0	—		
India 4½% 1950-55	91⅜	4	19	0	5	2	6
India 3½%	68¾xd	5	1	6	—		
India 3%	59½xd	5	1	0	—		
Sudan 4½% 1939-73	94¼	4	16	0	4	19	0
Sudan 4% 1974	84¼	4	15	0	4	18	0
Transvaal Government 5% Guaranteed 1923-53 (Estimated life 19 years)	81¼	3	14	0	4	12	0
Colonial Securities.							
Canada 3% 1938	83½	3	11	6	4	18	0
Cape of Good Hope 4% 1916-36	92½	4	7	0	5	1	0
Cape of Good Hope 3½% 1929-49	79⅜	4	8	6	5	1	0
Commonwealth of Australia 5% 1945-75	100	5	0	0	5	1	0
Gold Coast 4½% 1956	94¾	4	15	6	4	17	6
Jamaica 4½% 1941-71	91⅜	4	18	0	5	0	0
Natal 4% 1937	92xd	4	7	0	5	0	0
New South Wales 4½% 1935-45	87½	5	3	0	5	11	6
New South Wales 5% 1945-65	95½	5	5	0	5	6	6
New Zealand 4½% 1945	95	4	15	0	4	18	6
New Zealand 4% 1929	98½	4	1	0	5	2	6
Queensland 5% 1940-60	96½xd	5	4	0	5	6	0
South Africa 5% 1945-75	101½	4	19	0	4	19	6
S. Australia 5% 1945-75	98⅜	5	1	6	5	2	6
Tasmania 5% 1932-42	100	5	0	0	5	1	0
Victoria 5% 1945-75	99½	5	0	6	5	2	0
W. Australia 5% 1945-75	99¼	5	0	6	5	2	0
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corpn.	62⅛	4	16	0	—		
Birmingham 5% 1946-56	101xd	4	19	0	4	19	0
Cardiff 5% 1945-65	100½	4	19	6	5	0	0
Croydon 3% 1940-60	68¾xd	4	7	6	5	0	0
Hull 3½% 1925-55	78	4	10	0	5	0	0
Liverpool 3½% on or after 1942 at option of Corpn.	72¼xd	4	17	0	—		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	51⅛	4	17	0	—		
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	63	4	15	0	—		
Manchester 3% on or after 1941	62½	4	16	6	—		
Metropolitan Water Board 3% 'A' 1963-2003	64⅛	4	13	0	4	16	0
Metropolitan Water Board 3% 'B' 1934-2003	64	4	13	6	4	15	0
Middlesex C. C. 3½% 1927-47	81½	4	6	0	4	18	0
Newcastle 3½% irredeemable	71¼	4	18	6	—		
Nottingham 3% irredeemable	62¼	4	17	6	—		
Stockton 5% 1946-66	100½	4	19	6	4	19	6
Wolverhampton 5% 1946-56	102	4	18	0	4	19	0
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	81½	4	18	0	—		
Gt. Western Rly. 5% Rent Charge	99½	5	0	6	—		
Gt. Western Rly. 5% Preference	94xd	5	6	0	—		
L. North Eastern Rly. 4% Debenture	75⅝	5	6	0	—		
L. North Eastern Rly. 4% Guaranteed	73	5	9	6	—		
L. North Eastern Rly. 4% 1st Preference	67	5	19	0	—		
L. Mid. & Scot. Rly. 4% Debenture	79	5	1	0	—		
L. Mid. & Scot. Rly. 4% Guaranteed	78½	5	2	0	—		
L. Mid. & Scot. Rly. 4% Preference	74½	5	7	0	—		
Southern Railway 4% Debenture	80⅜	4	19	0	—		
Southern Railway 5% Guaranteed	97½xd	5	2	6	—		
Southern Railway 5% Preference	94xd	5	6	0	—		